

**AGREEMENT  
BETWEEN  
CITY OF SAN LEANDRO  
AND  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
FOR  
ORGANICS AND SOLID WASTE  
POST-COLLECTION SERVICES**

**JULY 15, 2024**



# TABLE OF CONTENTS

<b>RECITALS .....</b>	<b>1</b>
<b>ARTICLE 1. GRANT AND ACCEPTANCE OF EXCLUSIVE RIGHTS.....</b>	<b>2</b>
1.1 Grant and Acceptance of Exclusive Rights .....	2
1.2 Scope Limitations and Exclusions .....	3
1.3 Obligations of Parties.....	4
<b>ARTICLE 2. TERM OF AGREEMENT.....</b>	<b>5</b>
2.1 Term and Option to Extend.....	5
2.2 Conditions to Effectiveness of Agreement .....	5
<b>ARTICLE 3. SCOPE OF AGREEMENT .....</b>	<b>6</b>
3.1 Summary Scope of Services.....	6
3.2 Use of Approved Facilities .....	7
3.3 Subcontracting.....	7
3.4 Responsibility for Materials .....	7
3.5 City-Directed Changes to Scope.....	7
3.6 No Tonnage Obligation or Limit on Waste Prevention .....	9
3.7 Extended Producer Responsibility Programs.....	9
<b>ARTICLE 4. SCOPE OF SERVICES .....</b>	<b>10</b>
4.1 Approved Facilities .....	11
4.2 Organic Materials Processing .....	12
4.3 C&D Processing .....	14
4.4 Solid Waste and Residue Disposal.....	16
4.5 Climate and Disaster Resiliency .....	17
4.6 Material Marketing .....	17
4.7 Public Education and Outreach .....	18
4.8 Public Drop-Off for Disposal .....	18
<b>ARTICLE 5. STANDARD OF PERFORMANCE.....</b>	<b>19</b>
5.1 General.....	19
5.2 Operation Standards.....	19
5.3 Vehicle Requirements.....	25
5.4 Personnel.....	26
5.5 Contract Management .....	27
<b>ARTICLE 6. RECORD KEEPING AND REPORTING .....</b>	<b>28</b>
6.1 Record Keeping .....	28
6.2 Report Submittal Requirements.....	28
6.3 Late and Incorrect Reports .....	29
<b>ARTICLE 7. CITY REIMBURSEMENTS.....</b>	<b>30</b>
7.1 City Right to Establish Fees.....	30
7.2 Other Reimbursements.....	30
7.3 Adjustment To Reimbursements.....	30

7.4	Payment Schedule and Late Fees.....	30
<b>ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING.....</b>		<b>31</b>
8.1	General.....	31
8.2	Remittances to Contractor.....	31
8.3	Per-Ton Rates.....	32
8.4	Extraordinary Rate Adjustments.....	36
<b>ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND.....</b>		<b>38</b>
9.1	Indemnification.....	38
9.2	Insurance.....	41
9.3	Performance Bond.....	43
9.4	Corporate Guaranty.....	43
<b>ARTICLE 10. DEFAULT AND REMEDIES.....</b>		<b>44</b>
10.1	Events of Default.....	44
10.2	Right to Terminate Upon UNCURED Default.....	45
10.3	City's Remedies In the Event of Default.....	46
10.4	Possession of Records Upon Termination.....	47
10.5	City's Remedies Cumulative; Specific Performance.....	47
10.6	Performance Standards and Liquidated Damages.....	47
10.7	Excuse from Performance.....	48
10.8	Right to Demand Assurances of Performance.....	50
10.9	Dispute Resolution.....	50
11.1	Contractor's Corporate Status.....	50
10.10	Cooperation and Disputes Between Contractors.....	51
10.11	Acts Necessary to Perform Service.....	51
<b>ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.....</b>		<b>52</b>
11.2	Contractor's Corporate Authorization.....	52
11.3	Agreement Will Not Cause Breach.....	52
11.4	No Litigation.....	52
11.5	No Adverse Judicial Decisions.....	52
11.6	No Legal Prohibition.....	52
11.7	Contractor's Ability to Perform.....	53
<b>ARTICLE 12. OTHER AGREEMENTS OF THE PARTIES.....</b>		<b>53</b>
12.1	Relationship of Parties.....	53
12.2	Compliance with Law.....	53
12.3	Governing Law.....	53
12.4	Jurisdiction.....	53
12.5	Binding on Successors.....	53
12.6	Assignment.....	53
12.7	No Third-Party Beneficiaries.....	55
12.8	Waiver.....	55
12.9	Notice Procedures.....	56
12.10	Representatives of the Parties.....	56

<b>ARTICLE 13. MISCELLANEOUS AGREEMENTS.....</b>	<b>57</b>
13.1 Entire Agreement.....	57
13.2 Section Headings.....	57
13.3 References to Laws .....	57
13.4 Amendments.....	57
13.5 Severability .....	57
13.6 Counterparts .....	57
13.7 Exhibits .....	57

**LIST OF EXHIBITS**

- A. Definitions
- B. [Reserved]
- C. Accepted Organic Materials
- D. Reporting Requirements
- E. Corporate Guaranty
- F. Performance Standards and Liquidated Damages
- G. Contractor’s Proposal
  - G1. [Reserved]
  - G2. Initial Rates for Post-Collection Services
  - G3: [Reserved]
  - G4. [Reserved]
  - G5. Approved Subcontractors and Secondary Processing Facilities
  - G6. Contractor’s Proposed Tonnage and Residue Plan
- H. Performance Bond
- I. Map of City Service Area

This page intentionally left blank



37 Contractor to provide for the Processing of Organic Materials and C&D; for the Disposal of Solid Waste;  
38 and other services related to meeting the City’s economic and environmental goals; and

39 **WHEREAS**, the City further declares its intent to approve and maintain reasonable Rates for the Processing  
40 and Disposal of Organic Materials, C&D, and Solid Waste; and

41 **WHEREAS**, the City desires, having determined that Contractor, by demonstrated experience, reputation,  
42 and capacity, is qualified to provide for the Processing of Organic Materials and C&D, and Disposal of Solid  
43 Waste, generated within the corporate limits of the City, and that Contractor be engaged to perform such  
44 services on the basis set forth in this Agreement; and

45 **WHEREAS**, the City and Contractor have attempted to address conditions affecting their performance of  
46 services under this Agreement but recognize that reasonably unanticipated conditions may occur during  
47 the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such  
48 changed conditions; and

49 **WHEREAS**, under Municipal Code Section 3-6-300, the City may enter into a contract for the Processing  
50 and/or Disposal of all refuse in and from the City and the collection of Rates therefore, and the City Council  
51 is authorized to enter into such contract with any terms it deems necessary to protect the best interests  
52 of the City.

53 **NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained in this  
54 Agreement and for other good and valuable consideration, the Parties agree as follows:

55 **ARTICLE 1.**  
56 **GRANT AND ACCEPTANCE OF EXCLUSIVE**  
57 **RIGHTS**

58 **1.1 GRANT AND ACCEPTANCE OF EXCLUSIVE RIGHTS**

59 By the signing of this Agreement, the City grants to Contractor and Contractor accepts an exclusive right  
60 to Process and Dispose of all City Delivered Materials for which they have been awarded service. The  
61 rights granted to Contractor shall be for the scope of services described in this Agreement except where  
62 otherwise precluded by Federal, State, and local laws and regulations.

63 This Agreement and scope of these exclusive rights shall be interpreted to be consistent with Applicable  
64 Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new  
65 laws, regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope  
66 of services in the manner consistent with all provisions as specifically set forth herein, Contractor agrees  
67 that the scope of the Agreement will be limited to those services and materials which may be lawfully  
68 included herein and that the City shall not be responsible for any lost profits or losses claimed by  
69 Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such  
70 an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial  
71 interpretations or new laws and the Contractor may meet and confer with City and may petition for a Rate  
72 adjustment pursuant to Section 8.4.

73 **1.2 SCOPE LIMITATIONS AND EXCLUSIONS**

74 The award of this Agreement shall not preclude the categories of Organic Materials, C&D Debris, and Solid  
75 Waste listed below from being Collected by Persons other than the Collection Contractor and Accepted,  
76 Transferred, Transported, Processed, or Disposed by Persons other than the Contractor, provided that  
77 nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any  
78 authorization from the City, which is otherwise required by law:

79 **A. Self-Hauled Materials.** A Commercial business Owner or Resident may Dispose of Organic  
80 Materials, Solid Waste, and C&D Debris generated in or on their own Premises with their own  
81 vehicle so long as they are in compliance with the City’s Municipal Code.

82 **B. Donated or Sold Materials.** Any items which are Source Separated at any Premises by the Generator  
83 and sold or donated to other Persons, including youth, civic, or charitable organizations.

84 **C. Edible Food Recovery.** Edible Food which is Collected from a Generator by other Person(s) for the  
85 purposes of food recovery; or which is Self-Hauled by the Generator to another Person(s) for the  
86 purposes of food recovery, regardless of whether the Generator donates, sells, or pays a fee to the  
87 other Person(s) to Collect or receive the edible food. Contractor shall cooperate with and shall not  
88 impede, interfere, or attempt to impede or interfere with the implementation, expansion, or  
89 operation of food recovery program efforts in the City.

90 **D. Food Scraps for Animal Feed.** Food Scraps that are separated by the Generator and used by the  
91 Generator or distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR  
92 Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or  
93 hauled by another party.

94 **E. Materials That Contractor Does Not Divert.** Discarded Materials which the Collection Contractor  
95 is not required to Collect for Diversion under the Collection Agreement as of the Effective Date of  
96 this Agreement which subsequently, in the City’s reasonable judgment, become economically  
97 feasible to Collect for Diversion. In such event, the City may provide for Collection, Processing, and  
98 Diversion of such materials in any manner it deems appropriate. Such materials may include, but  
99 not be limited to, Organic Materials which the Collection Contractor would otherwise Collect for  
100 Disposal.

101 **F. Beverage Containers.** Containers delivered for Recycling under the California Beverage Container  
102 Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.

103 **G. Materials Removed by Customer’s Contractor as Incidental Part of Services.** Organic Materials,  
104 Solid Waste, and C&D Debris removed from a Premises by a contractor (e.g., gardener, landscaper,  
105 tree-trimming service, construction contractor, Residential clean-out service) as an incidental part  
106 of the service being performed, rather than as a separately contracted or subcontracted hauling  
107 service; or if such contractor is providing a service which is not included in the scope of this  
108 Agreement or the Collection Agreement.

109 **H. In-Place Composting.** Organic Materials Composted or otherwise legally managed at the site where  
110 it is generated (e.g., backyard Composting, on-site anaerobic digestion).

- 111 I. **Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or  
112 butcher shops, grease, or used cooking oil.
- 113 J. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash,  
114 grit, and screenings.
- 115 K. **Excluded Waste.** Excluded Waste regardless of its source.
- 116 L. **Materials Generated by State and County Facilities.** Materials generated by State and County  
117 facilities located in the City provided that the Generator self-hauls, has arranged services with other  
118 Persons, or has arranged services with the Contractor through a separate agreement.
- 119 M. **Climate and Disaster Resiliency Debris.** Debris generated as result of a wartime, natural, physical,  
120 or other disaster that the Collection Contractor is unable to Collect and or Contractor is unable to  
121 Process or Dispose within a reasonable timeframe as determined by the City or that the City directs  
122 the Collection Contractor or Contractor to not Collect, Process, or Dispose in accordance with  
123 Section 4.7 of this Agreement and in accordance with the Collection Agreement. City reserves the  
124 right to enter into a third-party agreement to provide disaster debris Collection and Post-Collection  
125 services that augment those provided by the Contractor or Collection Contractor.
- 126 N. **Extended Producer Responsibility Programs.** If an Extended Producer Responsibility Program  
127 requires special handling or unique Processing services that are not currently provided by  
128 Contractor, and Contractor is unable or unwilling to provide such required handling or services,  
129 then, subject to the provisions of the Collection Agreement and Section 3.5, Section 3.7, and Section  
130 8.4 of this Agreement), other Persons may Accept, Transfer, Transport, Process, Divert and/or  
131 Dispose of such Organic Materials.

132 Contractor acknowledges and agrees that the City may permit other Persons besides the Contractor to  
133 Accept, Transfer, Transport, Process, or Dispose of any and all types of materials excluded from the scope  
134 of this Agreement, as set forth above, without seeking or obtaining approval of Contractor. If Contractor  
135 can produce evidence that other Persons are providing Post-Collection Services in a manner that is not  
136 consistent with this Agreement or the City’s Code, it shall report the location, name, and phone number  
137 of the Person or company to the City’s Contract Manager along with Contractor’s evidence. In such case,  
138 City may notify the Person providing service in violation of Contractor’s rights under this Agreement, and  
139 Contractor shall have the right to take legal action to enforce its rights under this Agreement.

### 140 **1.3 OBLIGATIONS OF PARTIES**

141 In addition to the specific performance required under the Agreement, City and Contractor shall:

- 142 A. Provide timely notice to one another of a perceived failure to perform any obligations under this  
143 Agreement and access to information demonstrating the Party’s failure to perform.
- 144 B. Provide timely access to the City Contract Manager and the Contractor’s designated representative,  
145 and provide complete and timely responses to requests of the other Party.
- 146 C. Provide timely notice of matters that may affect either Party’s ability to perform under the  
147 Agreement.

148 **ARTICLE 2.**  
149 **TERM OF AGREEMENT**

150 **2.1 TERM AND OPTION TO EXTEND**

151 The Term of this Agreement shall commence February 1, 2025 (Commencement Date) and continue in  
152 full force for a period of ten (10) years, through and including June 30, 2035, unless the Agreement is  
153 extended in accordance with this Section or terminated pursuant to Section 10.2.

154 At City's sole discretion, this Agreement may be extended one (1) time without amendment for a period  
155 of up to two (2) years. If City desires to extend the Agreement, City shall provide the Contractor with  
156 written notice of its decision to extend the Agreement at least one (1) year before the expiration of the  
157 initial Term. Such notice by City shall specify the duration of the extension.

158 Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to  
159 prepare itself to start providing services required by this Agreement on the Commencement Date.

160 **2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

161 The obligation of City to permit this Agreement to become effective and to perform its undertakings  
162 provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may  
163 be waived, in written form only, in whole or in part by City.

164 **A. Accuracy of Representations.** The Contractor's representations and warranties made in  
165 Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the  
166 Effective Date.

167 **B. Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the  
168 insurance and performance bond required by Article 9 that is satisfactory to the City.

169 **C. Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there  
170 is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or  
171 governmental authority, commission, board, agency, or instrumentality decided, pending or  
172 threatened against Contractor wherein an unfavorable decision, ruling, or finding, in any single case  
173 or in the aggregate, would:

- 174 1. Materially adversely affect the performance by Contractor of its obligations hereunder;  
175 2. Adversely affect the validity or enforceability of this Agreement; or,  
176 3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity  
177 guaranteeing Contractor's performance under this Agreement.

178 **D. Permits Furnished.** Contractor has provided City with copies of all permits necessary for operation  
179 of all Approved Facilities owned or operated by Contractor or any Subcontractor for use under the  
180 terms of this Agreement.

181 **E. Legal Challenge.** Contractor understands and acknowledges that the award of this Agreement may  
182 be subject to review and repeal by the City's citizens through a referendum or similar petition, and  
183 to various types of legal and environmental challenges (such referenda, similar petition, and legal

184 and environmental challenges being referred to collectively as “Legal Challenges”). Accordingly,  
185 this Agreement shall not become effective until the City Manager or City Manager’s designee  
186 reasonably determines that (i) any Legal Challenges that had been initiated as of the time of such  
187 determination have been resolved in favor of the City’s award of this Agreement to Contractor; and,  
188 (ii) the deadline to initiate any additional Legal Challenges has expired; provided, however, that  
189 Contractor shall be entitled to rescind this Agreement upon thirty (30) calendar days’ prior written  
190 notice to the City Manager if such determination is not made within seventy-five (75) calendar days  
191 after City Council approval of the Agreement.

192 **F. Directed Flow of City Delivered Materials.** City has entered into a franchise agreement with the  
193 Collection Contractor for Collection of City Delivered Materials. To the extent that such materials  
194 are Collected by Collection Contractor, they will be directed by City, through that agreement, to the  
195 appropriate Approved Facilities as required under this Agreement.

196 **ARTICLE 3.**  
197 **SCOPE OF AGREEMENT**

198 **3.1 SUMMARY SCOPE OF SERVICES**

199 The Contractor or its Subcontractor(s) shall be responsible for the following:

- 200 **A.** Receiving, Accepting, and safely and lawfully Processing or Disposing of City Delivered Materials at  
201 the Approved Facility(ies) in accordance with Article 4, Contractor’s Proposal (Exhibit G), and  
202 Applicable Law. Contractor’s failure to specifically require an act necessary to perform the Post-  
203 Collection Services does not relieve Contractor of its obligations to perform such act or services;
- 204 **B.** Performing all other services required by this Agreement including, but not limited to, billing, public  
205 education, record keeping, and reporting pursuant to Article 4, Article 5, Article 6, and Article 8;
- 206 **C.** Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all  
207 other items and services necessary to perform its obligations under this Agreement;
- 208 **D.** Paying all expenses related to provision of services required by this Agreement including, but not  
209 limited to, taxes, regulatory fees (including City Reimbursements), and utilities;
- 210 **E.** Performing or providing all services necessary to fulfill its obligations in substantial conformance  
211 with the Contractor’s Proposal, and in full accordance with this Agreement, and the performance  
212 standards contained within, at all times using best industry practice for comparable operations; and,
- 213 **F.** Complying with all Applicable Laws.

214 The enumeration and specification of particular aspects of service, labor, or equipment requirements shall  
215 not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations  
216 under this Agreement, regardless of whether such requirements are enumerated elsewhere in the  
217 Agreement, unless excused in accordance with Section 10.7.

218 **3.2 USE OF APPROVED FACILITIES**

219 The Contractor, without constraint and as a free-market business decision in accepting this Agreement,  
220 agrees to use the Approved Facility(ies) for the purposes of performing Post-Collection Services under this  
221 Agreement. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any  
222 Change in Law regarding flow control limitations or any definition thereof.

223 **3.3 SUBCONTRACTING**

224 Contractor is solely responsible for management and oversight of the activities of all Subcontractor(s).  
225 Contractor shall be considered to be in breach or default should the activities of any Subcontractor(s)  
226 constitute a breach or event of default under this Agreement.

227 Contractor shall not engage a Subcontractor(s) for Post-Collection Services without the prior written  
228 consent of City Contract Manager, which may be granted subject to their reasonable discretion. As of the  
229 Effective Date of this Agreement, City has approved Contractor's use of Subcontractor(s) identified in  
230 Contractor's Proposal, included herein as Exhibit G. Following the Effective Date, if the Contractor plans  
231 to engage any Affiliate as a Subcontractor in the provision of services, Contractor shall provide City  
232 Contract Manager with thirty (30) calendar days written notification of its plans and provide an  
233 explanation of any potential impacts related to the quality, timeliness, or cost of providing services under  
234 this Agreement. Contractor shall require that all Subcontractors file an insurance certificate with the City  
235 describing such Subcontractor's insurance coverage, and name City as an additional insured. The City Risk  
236 Manager may waive or excuse these insurance requirements in its sole discretion. Contractor shall require  
237 that all Subcontractors comply with all material terms of this Agreement.

238 **3.4 RESPONSIBILITY FOR MATERIALS**

239 Once City Delivered Materials are delivered to the Approved Facility(ies) and received and Accepted by  
240 Contractor, ownership and the right to possession of City Delivered Materials will transfer directly from  
241 the Collection Contractor or other Person designated to deliver City Delivered Materials to Contractor,  
242 with the exception of Excluded Waste if Contractor can identify the Excluded Waste pursuant to Section  
243 5.2.2. For Solid Waste received at the Disposal Facility, Contractor may retain, Recycle, Process, Dispose  
244 of, and otherwise use City's Solid Waste in any lawful fashion or for any lawful purpose. Both benefits and  
245 Liabilities resulting from ownership and possession will accrue to Contractor.

246 **3.5 CITY-DIRECTED CHANGES TO SCOPE**

247 **A. General.** City may direct Contractor to perform additional services (including, but not limited to, the  
248 performance of additional Diversion activities) or the Contractor may propose additional services.  
249 Per-Ton Rates will be increased or decreased, in accordance with this Section, to give effect to these  
250 adjustments.

251 At any time during the Term of this Agreement, the City may solicit proposals from other Persons  
252 for services not contemplated under this Agreement. In the event that contracting with other  
253 Persons for such services will reduce Contractor's Compensation or increase Contractor's costs  
254 under this Agreement, the Contractor shall be offered the opportunity to match any other  
255 Person's proposed pricing and provide the added scope of services. However, nothing in this  
256 Agreement shall prevent the City from contracting with other Persons in the event that Contractor  
257 is unable or unwilling to provide such services at or below the cost proposed by the other Person.

258 City shall adjust Contractor's compensation for any demonstrable change in direct costs or  
259 revenue resulting from such change, in accordance with Section 8.4.

260 Changes to the accepted and prohibited materials lists shall be managed in accordance with  
261 Section 4.4.G of this Agreement.

262 **B. Proposal for Modification of Services.** Within thirty (30) Working Days of City request for a proposal  
263 or at any time Contractor chooses to propose additional services, Contractor shall present its  
264 proposal to modify existing Post-Collection Services, unless an alternate schedule is mutually  
265 agreed-upon. A written proposal, at a minimum, shall contain a completed description of the  
266 following:

- 267 1. Methodology to be employed (changes to equipment, labor needs, staffing, etc.)
- 268 2. Equipment to be utilized (equipment number, types, capacity, age, etc.)
- 269 3. Labor requirements (changes in number of employees by classification)
- 270 4. Provision for program publicity, education, or marketing (if appropriate)
- 271 5. Estimate of the impact of the service modification (increased Diversion Tonnage, reduced  
272 costs, increased public service, etc.)
- 273 6. Five- (5-) year projection of the financial results of the program's operations in a balance sheet  
274 and operating statement format including documentation of the key assumption underlying  
275 the projections and the support for those assumptions, giving full effect to the savings or costs  
276 to existing Post-Collection Services.

277 **C. City's Review.** If the City does not review, comment, and approve or disapprove of the modification  
278 to the scope of services within ninety (90) Business Days of receiving the Contractor's Proposal, the  
279 proposal will be deemed disapproved. The City and Contractor may mutually agree to extend the  
280 time period for review due to the complexity of the scope of service modification under  
281 consideration, the time needed for the review or approval, or for other reasonable reasons.

282 The City may request the assistance of an independent third party to review the proposal.  
283 Contractor shall pay the reasonable costs of that review if the modification to the scope of Post-  
284 Collection Services is initiated by the Contractor. City shall pay those costs if the modification to  
285 the scope of Post-Collection Services is initiated by the City. The cost of that review will be  
286 estimated in advance of the work and provided to the Contractor for comment and agreement to  
287 pay. Contractor's refusal to pay the reasonable cost of review of a Contractor-initiated proposal  
288 shall be grounds for City rejection of that proposal.

289 Contractor shall promptly provide operating and business records requested by City that are  
290 reasonably required to verify the reasonableness and accuracy of the impacts associated with a  
291 modification to the scope of Post-Collection Services. Contractor shall fully cooperate with City's  
292 request and provide City and its agent(s) copies of or access to Contractor's records.

293 If the City and Contractor are unable to agree on terms and conditions, including compensation  
294 adjustments, of such services within one hundred and twenty (120) Business Days from City  
295 receipt of Contractor's Proposal for such services, the City may permit other Persons to provide  
296 such services, provided that such services do not conflict with the exclusivity granted to the  
297 Contractor under Section 1.1. Nothing herein shall prevent the City from soliciting cost and

298 operating information from other Persons in order to inform the City's evaluation of Contractor's  
299 Proposal.

300 **D. Approval of Modification to Scope of Services.** Upon City approval or determination, City shall issue  
301 a written notice approving the modification to the scope of service and documenting any change to  
302 the Per-Ton Rates made in accordance with Section 8.4, and approved change to Contractor's  
303 obligations under this Agreement. The Parties shall prepare a written amendment to the Agreement  
304 documenting any and all changes resulting from the modification to the scope of services. No  
305 adjustment in Per-Ton Rates, change in Contractor's obligations, or change in scope of Post-  
306 Collection Services shall become effective absent that City approval or determination.

### 307 **3.6 NO TONNAGE OBLIGATION OR LIMIT ON WASTE PREVENTION**

308 Neither City nor the Collection Contractor is obligated to deliver any specified quantity of City Delivered  
309 Materials to the Approved Facility(ies).

310 The City maintains programs to reduce the amount of waste intended for Disposal. It is the City's intent  
311 to continue to improve, develop, and enhance existing programs as well as to implement new programs  
312 and services throughout the Term as it deems necessary to meet or exceed mandated Diversion program  
313 requirements and goals established by AB 939 and subsequent Federal, State, County, or local legislation  
314 including, but not limited to, the State's seventy-five percent (75%) Recycling goal established in AB 341,  
315 the programmatic requirements of AB 1826, the requirements of SB 1383, the requirements of SB 54, and  
316 the Diversion requirements under CALGreen. Contractor acknowledges that the characterization and  
317 quantity of City Delivered Materials that are delivered to the Approved Facility(ies) will change over the  
318 Term and may, over time, be significantly different than that as of the Commencement Date of the  
319 Agreement, but the obligation of Contractor to Accept the City Delivered Materials will continue for the  
320 Term of the Agreement so long as it conforms to the definitions and requirements of this Agreement.

321 Nothing in this Agreement shall, in any manner, prevent, penalize, or impede the City from continuing  
322 programs, altering programs, or developing new programs that have the effect of reducing or increasing  
323 the amount of City Delivered Materials Collected and delivered to the Approved Facility(ies) by the  
324 Collection Contractor. However, notwithstanding anything to the contrary in this Agreement, during the  
325 term of this Agreement, the City shall direct for delivery all City Delivered Organic Materials and C&D to  
326 Contractor for Processing and City Delivered Solid Waste for Disposal.

### 327 **3.7 EXTENDED PRODUCER RESPONSIBILITY PROGRAMS**

328 **A. General.** In addition to the services provided by the Contractor pursuant to existing Extended  
329 Producer Responsibility Programs, including, but not limited to SB 54, the City and Contractor  
330 acknowledge that additional or amended Extended Producer Responsibility Programs may be  
331 established in the future. The City may request that the Contractor participate in an Extended  
332 Producer Responsibility Program. Notwithstanding Section 8.4.E, any and all such City requests  
333 and/or new requirements related to any Extended Producer Responsibility Program shall be  
334 treated as a change in scope in accordance with Sections 3.5 and 8.4.D and shall not be treated  
335 as a Change in Law pursuant to Section 8.4.E; provided, however, that the Contractor shall be  
336 expressly precluded from requesting an Extraordinary Rate Adjustment for a change in scope to  
337 the extent Contractor is fully compensated for Processing, Recovery, Diversion, or other direct  
338 cost associated with such Extended Producer Responsibility Program participation. Contractor

339 shall by default accept the City’s request to enact the Extended Producer Responsibility program,  
340 unless the Contractor can demonstrate significant barriers that would make providing such  
341 services impracticable. Contractor shall express any objections or concerns during the meet and  
342 confer period and provide substantial evidence of such barriers in the Contractor’s proposal, for  
343 further review by the City.

344 **B. Extended Producer Responsibility Program Proposal.** Upon the City’s written request, Contractor  
345 shall seek out and coordinate with the applicable Stewardship Organization designated for the  
346 specified Extended Producer Responsibility Program and shall describe such partnership in its  
347 proposal, in addition to the requirements provided in Section 3.5. In its written request, the City  
348 may additionally describe specific information required to be included in the Contractor’s  
349 proposal, as the City Contract Manager deems reasonably necessary in relation to the Extended  
350 Producer Responsibility Program. The City shall review the proposal and may request additional  
351 supporting documentation, calculations, or other information necessary to evaluate the  
352 Contractor’s proposal for reasonableness and ability to comply with requirements of the Extended  
353 Producer Responsibility Program. The City retains the right to negotiate with Contractor and  
354 amend the Agreement to reflect changes in services, as needed, or may reject the proposal  
355 without further negotiation. Contractor shall not be compensated for the proposal preparation  
356 costs or costs incurred during the negotiation of its proposal.

357 At any time during the Term of this Agreement, the City may solicit proposals from other Persons  
358 related to Extended Producer Responsibility Programs, as provided for in Section 1.2.N.

359 **C. Funding Provided Through Extended Producer Responsibility Programs.** Contractor’s  
360 participation or compliance with Extended Producer Responsibility Programs shall not warrant an  
361 increase to the Contractor’s compensation, except as otherwise provided for in Section 8.4.D.  
362 Contractor shall maintain records of all funding or other resources the Contractor receives directly  
363 or indirectly through an Extended Producer Responsibility Program. The Contractor shall calculate  
364 and demonstrate the dollar amount that can be attributed to services provided under this  
365 Agreement. Any cost savings identified shall be remitted to the City as either a direct payment  
366 sent to the City within thirty (30) Business Days of Contractor’s receipt of funds; or, as a reduction  
367 to the appropriate Per-Ton-Rate(s) that are established in accordance with Article 8, at the City  
368 Manager’s sole discretion. Contractor shall include copies of invoices or receipts submitted to or  
369 provided by the applicable Stewardship Organization with its payment.

370 **D. Recordkeeping.** Contractor shall maintain all operational and financial records related to  
371 Extended Producer Responsibility Programs, and report such information to the City in  
372 accordance with Exhibit D or as otherwise requested by the City Contract Manager.

## 373 **ARTICLE 4.**

### 374 **SCOPE OF SERVICES**

375 Contractor shall perform the Post-Collection Services described in this Article 4. This Article 4 describes  
376 the requirements for the services to be provided. More specific requirements for how each service shall  
377 be provided for each material type are described in Exhibit G, Contractor’s Proposal. Failure to specifically  
378 require an act necessary to perform the Post-Collection Services under this Agreement does not relieve  
379 Contractor of its obligation to perform such act.

380 **4.1 APPROVED FACILITIES**

381 **A. Use of Approved Facility(ies).** Contractor shall Accept City Delivered Materials at the appropriate  
382 Approved Facility(ies) for each material type and shall comply with all material delivery and  
383 Acceptance procedures specified in this Agreement.

384 **B. Use of Alternative Facilities.** If Contractor is unable to use an Approved Facility due to an emergency  
385 or sudden and unforeseen closure of the facility that is outside the control of the Contractor,  
386 Contractor shall immediately notify the City Contract Manager, and shall use the appropriate  
387 Alternative Facility(ies) as defined in Exhibit A. Contractor shall continue to use such Alternative  
388 Facility(ies) until the Approved Facility is reopened or the need for the Alternate Facility is abated.  
389 Contractor shall notify City in writing prior to recommencing use of the Approved Facility. During  
390 such time, to the extent feasible, Contractor shall continue to comply with the requirements of  
391 Article 5.

392 If the need to use an Alternative Facility is discretionary or for reasons within Contractor’s, or its  
393 Subcontractor’s, reasonable control, Contractor’s Compensation shall not be adjusted for any  
394 change in costs associated with use of the Alternative Facility and Contractor shall be responsible  
395 for any increased Transfer costs which shall be paid to the Transfer operator through a credit to  
396 the Transfer operator’s invoice. If the need to use the Alternative Facility results from reasons  
397 beyond Contractor’s, or its Subcontractor’s, reasonable control, City shall adjust, either up or  
398 down, Contractor’s Compensation for changes in Processing or Disposal costs associated with use  
399 of the Alternative Facility and Contractor shall not be responsible for any increased Transfer costs.  
400 In the event that a change in the Approved Facility(ies) results in increased costs, City may identify  
401 and direct Contractor to an Alternative Facility that results in less cost than the Contractor-  
402 identified alternative.

403 Except for the emergency conditions described in this Section, Contractor shall not change its  
404 selection of the Approved Facility(ies) without City’s written approval, which may be withheld in  
405 the City’s reasonable discretion. Contractor may use an Alternative Facility (Processing or  
406 Disposal) in lieu of the primary Approved Facility so long as it notifies the City in writing and  
407 includes the reason for using the Alternative Facility and expected duration of time for which the  
408 Alternative Facility will be used. If Contractor elects to use a facility that is different than the initial  
409 Approved Facility(ies) or Alternative Facilities, it shall request written approval from the City  
410 Contract Manager sixty (60) calendar days prior to use of the site and obtain City’s written  
411 approval no later than ten (10) calendar days prior to use of the site. City’s approval may be  
412 conditioned on such facility’s ability to guarantee sufficient Transfer, Processing, or Disposal  
413 capacity to the City for the period of time proposed by Contractor for use of the proposed facility,  
414 and the status of such facility’s permits.

415 Contractor is solely responsible for ensuring continued availability of City-approved Alternative  
416 Facility(ies) throughout the Term.

417 **C. Secondary Processing.** Contractor may use the Secondary Processing Facilities listed in Exhibit G5.  
418 Should Contractor wish to utilize a Secondary Processing Facility to perform services under this  
419 Agreement that is not listed in Exhibit G5, Contractor shall request approval from the City Contract  
420 Manager. Contractor shall provide any requested records, documentation, or other information  
421 that the City considers reasonable to evaluate the impact on Post-Collection Services of the

422 proposed Secondary Processing Facility. In particular, the City may not approve a facility on the basis  
423 of any number of factors including distance from the City, demonstrated performance of the facility,  
424 regulatory and litigation history of the facility, operating track record of the facility, cost of using  
425 the facility, consistency of the facility with City, County, or State policy, or any other factor relevant  
426 to the City Contract Manager. Contractor shall not commence use of the proposed Secondary  
427 Processing Facility without written approval from the City, which will not be unreasonably withheld.  
428 Contractor shall document use of all Secondary Processing Facilities in accordance with Exhibit D.3.8  
429 and D.3.9.

430

## 431 **4.2 ORGANIC MATERIALS PROCESSING**

432 **A. Processing.** Contractor shall Accept all Organic Materials at the Approved Organic Materials  
433 Processing Facility and shall Process such material in accordance with Contractor’s Proposal as  
434 detailed in Exhibit G. Contractor shall operate the Approved Organic Materials Processing Facility in  
435 accordance with Applicable Law and all standards of performance described in Article 5. Contractor  
436 shall meet the following minimum Processing standards at the Approved Organic Materials  
437 Processing Facility:

438 1 Pre-Processing activities shall include, at a minimum, the inspection for and removal of  
439 Hazardous Waste and removal of plastic bags, where possible, and when commercial food  
440 scraps are delivered separately from yard waste materials to the Processing facility.

441 2 Composting shall be accomplished by the use of recognized Composting methods, which have  
442 been demonstrated to be able to consistently produce a stable, mature Compost product that  
443 is suitable for general purpose use, similar to the U.S. Composting Council's Class 1 rating.

444 3 Post-Composting Processing activities shall include screening to remove plastics and other  
445 contaminants from the Compost Product.

446 4. Finished Compost products shall meet environmental health standards in accordance with  
447 Applicable Law including, but not limited to, the physical contamination limits of 14 CCR  
448 Section 17868.3.1. Contractor shall make available upon City request any sampling reports  
449 and supporting documentation necessary to demonstrate compliance with this Section.

450 **B. Capacity Guarantee.** Contractor guarantees sufficient capacity at the Approved Organic Materials  
451 Processing Facility to Process all City Delivered Materials throughout the Term of the Agreement.

452 **C. Diversion.** Contractor shall Process all Organic Materials in a manner that maximizes Diversion and  
453 is deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states  
454 that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste  
455 as ADC or AIC. After Processing, Contractor may Dispose of materials that do not have a higher or  
456 better use as Residue or for Beneficial Reuse purposes, to the extent allowed by State and local law.

457 As required under 14 CCR Section 17867(a)(16) and 17896.44.1, Contractor shall determine and  
458 report to the State quarterly the percentage of Organic Waste contained in materials Disposed.  
459 In accordance with Exhibit D, Contractor shall submit a copy of such reports to the City Contract  
460 Manager.

461 Contractor shall allow the City Contract Manger, or their designee, with or without prior notice,

462 to observe Processing operations and periodically sample finished Compost and Residue  
463 generated at the Approved Organic Materials Processing Facility to ensure compliance with this  
464 Section 4.4.

465 **D. Residue Allocation and Disposal.** Contractor shall use the method of tracking and allocating  
466 Organic Materials Residue levels approved by the City and outlined in Contractor’s Proposal detailed  
467 in Exhibit G. Contractor’s Residue allocation methodology shall allow Contractor to accurately  
468 allocate the City’s share of the total Residue generated from the Processing of Organic Materials at  
469 the Approved Organic Materials Processing Facility. Contractor shall report Residue from Organic  
470 Materials Processing to City monthly in accordance with Exhibit D. Contractor shall not change the  
471 Residue level calculation method without prior, written, approval from the City.

472 Residue from the Contractor’s Processing of Organic Materials shall be Transported and Disposed  
473 of by Contractor at Contractor’s sole expense. Contractor shall be fully responsible for the safe  
474 Disposal of all such Residue in accordance with Applicable Law. Residue delivered for Disposal  
475 shall not include any Excluded Materials.

476 **E. Marketed Commodities.** Contractor shall market Diverted materials in the Commodity categories  
477 and grades listed in this Section. If the Contractor wants to modify the Commodity categories or  
478 grades during the Term of the Agreement, the Contractor shall request approval from City and such  
479 approval shall be obtained before changes are implemented. Commodity categories and grades  
480 shall include, at minimum:

- 481 1. Compost
- 482 2. Soil Amendments
- 483 a. (Please describe):\_Customer requested blends

484 **F. Compost Product Procurement by City.** Contractor shall serve as a broker for the City in procuring  
485 compost to meet the City’s annual SB 1383 recovered organic waste product procurement target.  
486 Contractor shall provide the City with copies of the invoices evidencing procurement of and  
487 payment for compost by third party purchasers. When the purchaser procures the compost from  
488 Contractor, the associated compost shall be credited towards the City’s SB 1383 procurement  
489 targets. Invoices must include the date of purchase, the name of the entity, operations, or facility  
490 purchasing the compost, the amount in tons or cubic yards purchased (assuming one (1) ton equals  
491 one point six (1.6) cubic yards), and evidence that the purchaser has agreed to utilize the compost  
492 as a direct service provider for the City. Contractor shall annually facilitate the procurement of four  
493 thousand fifty-three (4,053) tons of compost for the City at a rate not to exceed thirteen (\$13)  
494 dollars per ton. Such compost shall be produced at the Approved Organic Materials Processing  
495 Facility. At such time that the purchaser has purchased compost, Contractor shall provide the City  
496 with the required information pursuant to the preceding paragraph.

497 Upon City request, Contractor shall reserve from the annual procurement requirement stated in  
498 the preceding paragraph up to two thousand (2,000) cubic yards of compost for the City’s direct  
499 use each year. Such compost shall be available, in bulk, for pickup at the Davis Street Resource  
500 Recovery Complex and Transfer Station. The Parties shall agree on the week in which the compost  
501 shall be available for pickup.

502 If the City is no longer required under Applicable Law to meet annual recovered organic waste

503 product targets or the City’s annual recovered organic waste product procurement target  
504 changes, the City may, at its sole discretion, sever the provisions of this Section or amend the tons  
505 required for procurement without impact to the rest of the Agreement. Should the City request  
506 changes to how compost is provided directly to the City (e.g. provided in bags instead of in bulk)  
507 the Parties shall meet and confer to determine any change in cost for such service.

508 **G. Changes to Accepted Materials.** Contractor shall Accept all Organic Materials as defined in Exhibit  
509 C and shall Accept all materials required to be Accepted and/or Composted by Applicable Law or  
510 Extended Producer Responsibility Programs, including but not limited to, AB 1201, SB 1383, SB 54,  
511 and SB 343, unless otherwise directed by the City. A change in the Acceptable materials list resulting  
512 from a Change in Law shall not warrant an adjustment to the Contractor’s compensation, except as  
513 otherwise provided for in Section 8.4.E.

514 If either Party is made aware of a required change in the Accepted materials list due to an Extended  
515 Producer Responsibility Program or Applicable Law, that Party shall notify the other Party within  
516 thirty (30) days of being made aware of such change. Upon City request, the Parties shall promptly  
517 meet and confer to discuss the timeline and process for implementing such changes to the  
518 Acceptable materials list. If the change in the Accepted material list is due to an Extended Producer  
519 Responsibility Program, Contractor shall implement such changes in accordance with, and subject  
520 to the limitations of, Section 3.7 and 8.4. Contractor shall implement changes to the Accepted  
521 materials list upon approval by the City or by any required deadlines under Applicable Law,  
522 whichever is sooner. Contractor shall maintain records in accordance with Section 3.7.D and Exhibit  
523 D. Pursuant to Section 10.11, Contractor shall bear full responsibility for complying with all  
524 Applicable Laws and provisions of this Agreement.

### 525 **4.3 C&D PROCESSING**

526 **A. Processing.** Contractor shall Accept all C&D at the Approved C&D Processing Facility and shall  
527 Process such material in accordance with Contractor’s Proposal as detailed in Exhibit G. Contractor  
528 shall operate the Approved C&D Processing Facility in accordance with Applicable Law and all  
529 standards of performance described in Article 5. Contractor shall meet the following minimum  
530 Processing standards at the Approved Organic Materials Processing Facility:

- 531 1. Load checking to remove any Excluded Materials
- 532 2. Maintaining the separation of Source-Separated C&D from Mixed C&D
- 533 3. Pre-sorting of large items prior to further Processing
- 534 4. Mechanical separation of two-dimensional and three-dimensional materials
- 535 5. Separation of individual Commodities via manual and/or mechanical methods, and/or use of  
536 advanced sorting technologies (e.g., optical sorters)
- 537 6. Final screening and quality control for all recovered material Commodities

538 **B. Capacity Guarantee.** Contractor guarantees sufficient capacity at the Approved C&D Processing  
539 Facility to Process all City Delivered Materials throughout the Term of the Agreement.

540 **C. Diversion.** Contractor shall at all times maintain a Diversion percentage of at least sixty-five percent  
541 (65%), assuming such material may be used as ADC, and ADC is deemed diversion, or thirty-three  
542 percent (33%) without use as ADC for Mixed C&D Tons delivered by the Collection Contractor and

543 eighty-five percent (85%) (assuming no residue for inbound tons) for Source Separated C&D Tons  
544 delivered by the Collection Contractor. Contractor shall obtain City approved C&D certification from  
545 Third-Party C&D Accreditors to ensure compliance with such Diversion requirements, Applicable  
546 Law, and generally accepted Processing and Diversion standards. Contractor shall maintain records  
547 of any information or documentation required to demonstrate compliance with the City approved  
548 Third-Party C&D Accrerator requirements and immediately notify the City of changes to the  
549 Contractor's certification status. Contractor shall maintain the Third-Party C&D Accrerator's  
550 certification for the Term of the Agreement. City may request that documentation related to  
551 Contractor's certification by a Third-Party C&D Accrerator be included in the monthly or Annual  
552 Report(s). City shall notify the Contractor of this request within ten (10) Business Days prior to the  
553 submittal deadline of the monthly and/or Annual Report where the information is to be included.

554 Contractor shall comply with the data collection and recordkeeping requirements of CalRecycle  
555 and CALGreen including Part 11 CALGreen requirements for the Processing and Recycling of C&D  
556 Debris including Organic Waste. Contractor shall cooperate with efforts by City to comply with  
557 CALGreen requirements as provided above. Such cooperation shall include utilizing the  
558 recordkeeping and data tracking system requested by the City. Further cooperation may include  
559 assisting City with preparation and distribution of informational materials and providing City with  
560 any records and information that the City Contract Manager believes is reasonably necessary to  
561 demonstrate compliance.

562 **D. Residue Allocation and Disposal.** Contractor shall use the method of tracking and allocating C&D  
563 Residue levels approved by the City and outlined in Contractor's Proposal detailed in Exhibit G.  
564 Contractor's Residue allocation methodology shall allow Contractor to accurately allocate the City's  
565 share of the total Residue generated from the Processing of C&D at the Approved C&D Processing  
566 Facility. Contractor shall not change the Residue level calculation method without prior, written,  
567 approval from the City.

568 Residue from the Contractor's Processing of C&D shall be Transported and Disposed of by  
569 Contractor at Contractor's sole expense. Contractor shall be fully responsible for the safe Disposal  
570 of all such Residue in accordance with Applicable Law. Residue delivered for Disposal shall not  
571 include any Excluded Materials.

572 **E. Marketed Commodities.** Contractor shall market Diverted materials in the Commodity categories  
573 and grades listed in this Section. If the Contractor wants to modify the Commodity categories or  
574 grades during the Term of the Agreement, the Contractor shall request approval from City and such  
575 approval shall be obtained before changes are implemented. Commodity categories and grades  
576 shall include, at minimum:

- 577 1. Cardboard
- 578 2. Metal/Steel
- 579 3. Plastics
- 580 4. Glass
- 581 5. Wood
  - 582 • Grade A Wood
  - 583 • Grade B Wood

- 584 6. Concrete/Brick
- 585 7. Gypsum
- 586 8. Plaster
- 587 9. Asphalt
- 588 10. Carpet

589 **4.4 SOLID WASTE AND RESIDUE DISPOSAL**

590 **A. General.** Contractor shall Accept all Solid Waste at the Approved Disposal Facility and shall Dispose  
591 of such material in accordance with Contractor’s Proposal as detailed in Exhibit G. Contractor shall  
592 operate the Approved Disposal Facility in accordance with Applicable Law and all standards of  
593 performance described in this Section and in Article 5.

594 **B. Capacity Guarantee.** Contractor guarantees sufficient capacity at the Approved Disposal Facility to  
595 receive all City Delivered Materials throughout the Term of the Agreement. Contractor shall  
596 annually provide evidence of the current and future capacity of the Approved Disposal Facility in  
597 accordance with Exhibit D, Section 3.3.

598 **C. Disposal Specifications.** Contractors shall operate, manage, and maintain the Solid Waste fill areas,  
599 including the placement, burying, and compaction of Solid Waste in the refuse fill areas; stockpiling,  
600 placement, and compaction (if necessary) of daily cover, intermediate cover, and final cover; and,  
601 management of fill operations including, but not limited to fill sequencing, side slopes configuration,  
602 and working face location and configuration.

603 Contractor shall safely and lawfully Dispose of City Delivered Materials at the Approved Disposal  
604 Facility in lined cells meeting requirements of Subtitle D of RCRA, if such cells are required in  
605 accordance with Applicable Law.

606 Contractor shall operate, maintain, and manage leachate and landfill gas management systems,  
607 groundwater monitoring and management systems, storm water drainage and control systems,  
608 treatment facilities, buildings, on-site roadways, utilities, and any other required Approved  
609 Disposal Facility elements.

610 **D. Closure and Post Closure.** Contractor shall safely operate, maintain, and manage the Approved  
611 Disposal Facility in compliance with Applicable Law not only during the Term, but also thereafter  
612 until and during the Facility Closure and Post-Closure period(s) (including fulfillment of State funding  
613 requirements). Contractor’s compliance obligations include compliance with the Closure/Post-  
614 Closure requirements of California's Department of Resources Recycling and Recovery (CalRecycle)  
615 throughout the Term of this Agreement and through the required Federal, State, or local Post-  
616 Closure period. Contractor is solely responsible, operationally and financially, for: (i) the appropriate  
617 Closure and Post-Closure activities of the Facility; and, (ii) the establishment and funding of any  
618 reserve funds required by Applicable Law for the purposes of providing funds for the payment of  
619 costs of Closure of the Approved Disposal Facility (or any cell within the Approved Disposal Facility)  
620 or Post-Closure activities relating to the Approved Disposal Facility. Contractor shall not hold City or  
621 the Collection Contractor responsible for paying any deficiencies in required reserves. In addition,  
622 Contractor shall not hold City or the Collection Contractor responsible for making any payments if  
623 actual Closure and Post-Closure costs relating to the Approved Disposal Facility exceed the amounts

624 reserved by the Contractor for that purpose. This obligation survives expiration or termination of  
625 the Agreement.

#### 626 **4.5 CLIMATE AND DISASTER RESILIENCY**

627 **A. Climate and Disaster Resiliency Planning.** No less than ninety (90) calendar days prior to the  
628 Commencement Date, the Parties shall meet to discuss development of a Climate and Disaster  
629 Response Plan to address the role of the Contractor in addressing City’s disaster debris management  
630 needs related to wartime, natural, physical, or other disaster in, or proximate to the City resulting  
631 in the declaration of a State of Emergency by the City Manager or City Council, as well as any  
632 measures that may be necessary for the Contractor to take over time to address climate change.

633 **B. Disaster Response Protocol.** The Parties shall develop and finalize a Disaster Response Protocol  
634 prior to the Commencement Date that identifies specific communication and logistical actions, and  
635 such other coordination between the Parties and internal to each Party such that Contractor  
636 assistance can occur immediately following City declaration of an emergency, except as provided in  
637 Section 10.7. The protocol shall become part of the Climate and Disaster Response Plan to be  
638 developed by the Parties as provided in in this Section. The Parties shall review the Protocol no less  
639 than annually and revise as warranted.

640 **C. Essential Service.** Contractor acknowledges that it provides an essential service, and that while  
641 Processing and Disposal services during or following a disaster may be affected by impacts to  
642 facilities, equipment, and/or public infrastructure, Contractor is obligated to take all measures  
643 necessary to provide such service in a timely and effective manner in compliance with this  
644 Agreement, except as provided in Section 10.7.

645 **D. Use of Contractor’s Facility.** In the event of a State of Emergency declared by the City Manager or  
646 City Council, Contractor shall provide Disposal capacity for up to ten thousand (10,000) tons of  
647 disaster debris from the City, at a cost not to exceed the then current Per-Ton Rates for Disposal

648 **E. Contractor Reimbursement for Use of Additional Resources.** Should Contractor provide additional  
649 Disposal capacity during a declared State of Emergency beyond that normally required to perform  
650 services under this Agreement, Contractor shall submit to City an invoice for the additional tons  
651 delivered for Disposal. City shall compensate Contractor for such Tons Disposed within two hundred  
652 and seventy (270) calendar days or upon receipt of State and/or Federal emergency agency  
653 reimbursement specific to the City’s Disposal costs, whichever is sooner. Should any costs borne by  
654 Contractor by disputed by City, Contractor and City shall resolve such a dispute in accordance with  
655 Section 10.9. Contractor shall reasonably cooperate with City, State and/or Federal reporting and  
656 documentation requirements related to City receipt of State and/or Federal emergency agency  
657 reimbursement, including if City is pursuing reimbursement after having paid the Contractor.

#### 658 **4.6 MATERIAL MARKETING**

659 Contractor shall market Diverted Materials in accordance with this Section.

660 **A. Market Arrangements.** Contractor shall continually monitor market conditions and engage in  
661 marketing activities to assure continuous material movement to the extent practicable and  
662 consistent with applicable laws and programs described in subsection C below.

663 **B. Commodities Marketed.** Contractor shall market Recovered Materials in the Commodity categories  
664 and grades listed in Sections 4.2 through 4.3. If the Contractor wants to modify the Commodity  
665 categories or grades during the Term of the Agreement, the Contractor shall request approval from  
666 City and such approval shall be obtained before changes are implemented.

667 **C. Highest and Best Use.** Contractor’s marketing strategy shall promote the highest and best use of  
668 materials for waste reduction, prevention, reuse, refill, repair, recovery, and Recycling as  
669 established by Applicable Laws and Extended Producer Responsibility Programs. Where practical,  
670 the marketing strategy should include use of local, regional, and domestic markets, in this  
671 preferential order, for Diverted materials.

672 **D. Responsible End Markets.** Contractor shall ensure City Delivered Materials are Delivered to and  
673 Recycled, Composted, and/or Processed at Responsible End Markets and shall maintain all records  
674 necessary to demonstrate compliance with this Section and Applicable Law. Contractor shall  
675 provide records demonstrating compliance with this Section to City in accordance with Exhibit D.

#### 676 **4.7 PUBLIC EDUCATION AND OUTREACH**

677 **A. General.** Contractor acknowledges that they are part of a multi-party effort to operate and educate  
678 the public about the regional integrated waste management system. Contractor shall proactively  
679 and on an ongoing basis cooperate with, and coordinate with, the City Contract Manager and  
680 Collection Contractor on the design and expansion of the public education materials. The Contractor  
681 shall have a supporting role in developing education materials used to educate City residents and  
682 businesses on proper use of City Solid Waste, Recycling, and Composting programs, Applicable Laws  
683 and Extended Producer Responsibility Programs, and how to reduce waste generation. Such role  
684 may include, but not be limited to, providing data and information relevant to conveying messages  
685 to the public about what happens to City Delivered Materials after Collection, providing statistics  
686 for the development of fact sheets, providing details on operations and sorting methods, and  
687 proactively informing the City and Collection Contractor of City Delivered Materials that are not able  
688 to be effectively Recycled or Composted.

689 **B. Collaboration with City.** From time to time during the Term of the Agreement, the City may request  
690 Contractor to provide suggestions for educating residents and businesses in the City Service Area to  
691 reduce the level of Contamination in the City Delivered Materials. Contractor shall provide its  
692 suggestions in writing within fourteen (14) Working Days of the City’s request and, upon request,  
693 shall attend meetings with the City to discuss education strategies and efforts.

694 **C. Tours.** Contractor shall coordinate with the City and work cooperatively to provide community  
695 services such as tours and education about Recycling and facility operations. Upon a request with  
696 seven days’ notice by the City, Contractor shall provide tours of the Approved Facility(ies).  
697 Contractor shall not charge the City for labor, overhead, overtime, or any other costs associated  
698 with any such tours.

#### 699 **4.8 PUBLIC DROP-OFF FOR DISPOSAL**

700 Annually, and at no additional cost, Contractor shall accept up to two (2) cubic yards of Discarded  
701 Materials and C&D Debris from residents of the City of San Leandro at the Davis Street Resource Recovery  
702 Complex and Transfer Station. Contractor shall accept materials from residents on a designated day each  
703 year as mutually determined by the Parties. Contractor shall provide such service to any customer with a

704 valid identification proving residency within the City of San Leandro. Contractor shall establish a specific  
705 San Leandro residency code to track the volume of materials self-hauled on the public drop-off day.  
706 Contractor shall report the number of Customers and volume of materials collected during the annual  
707 drop-off event within thirty (30) days of the event. Any amount over two (2) cubic yards will require  
708 payment of the posted gate rate.

709 **ARTICLE 5.**  
710 **STANDARD OF PERFORMANCE**

711 **5.1 GENERAL**

712 Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to  
713 the public and the Contractor’s employees. Except to the extent that a higher performance standard is  
714 specified in this Agreement, Contractor shall perform services in accordance with Post Collection Services  
715 management practices common to the San Francisco Bay Area.

716 **5.2 OPERATION STANDARDS**

717 **5.2.1 Permits**

718 **A. Securing Permits.** Contractor shall obtain and maintain at Contractor’s sole cost all permits required  
719 under Applicable Law to perform Post-Collection Services. Contractor shall provide City proof of  
720 permits and shall demonstrate compliance with the terms and conditions of permits promptly upon  
721 request of City. In its Annual Report or more frequently, as necessary, Contractor shall inform City  
722 of any permit-related or regulatory concerns and Contractor’s status of securing the issuance,  
723 revision, modification, extension, or renewal of permits necessary to address such concerns.  
724 Promptly upon City direction, Contractor shall provide City with copies of permits and any  
725 applications or other correspondence that the Contractor submits in connection with securing  
726 Permits.

727 **B. Complying with Permits.** Contractor shall at all times provide services in compliance with all  
728 Permits, including any mitigation measures related to the operation and maintenance of the  
729 Approved Facility(ies). Contractor is solely responsible for paying any fines or penalties imposed for  
730 noncompliance with or violation of permits or failure to obtain permits.

731 **5.2.2 Rejection of Unpermitted Waste**

732 **A. Inspection.** Contractor shall use standard industry practices to detect and reject Unpermitted  
733 Waste in a uniform and non-discriminatory manner and shall not knowingly Accept Unpermitted  
734 Waste at the Approved Facility(ies). Contractor shall comply with the inspection procedure  
735 contained in its permit requirements and in accordance with its operations plan. Contractor shall  
736 promptly modify that procedure to reflect any changes in permits or Applicable Law.

737 Contractor shall develop a load inspection program that includes the following components: (i)  
738 personnel and training; (ii) load checking activities; (iii) management of Unpermitted Waste; and,  
739 (iv) record keeping and emergency procedures. Contractor’s load checking personnel shall be  
740 trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii)  
741 identification of prohibited materials; and, (iii) emergency notification and response procedures.

742 **B. Remedies for Rejected Materials.** If Contractor identifies Unpermitted Waste delivered to the  
743 Approved Facility(ies) by Collection Contractor or other Person(s), Contractor may reject the  
744 Unpermitted Waste and require the Person(s) bringing such Unpermitted Waste to the Approved  
745 Facility(ies) to remove it. The cost of removal and proper handling and Disposal shall be the  
746 responsibility of such Person(s) delivering Unpermitted Waste. Contractor shall also be entitled to  
747 pursue whatever remedies, if any, it may have against Person(s) bringing that Unpermitted Waste  
748 to the Approved Facility(ies).

749 Should Contractor inadvertently Accept in a lawful manner Unpermitted Waste, Contractor shall  
750 bear all responsibility for handling, Transporting, and Processing or Disposing of such material in  
751 accordance with Applicable Law, unless the Person(s) bringing the Unpermitted Waste can be  
752 identified, in which case the cost of removal and proper handling and disposal shall be chargeable  
753 to such identified Person(s). Contractor shall be solely responsible for making arrangements for the  
754 final Disposition of Accepted Unpermitted Waste and all costs thereof except as provided above. In  
755 no event shall the City be responsible for making arrangements for the handling of Accepted  
756 Unpermitted Waste or the costs thereof.

757 **C. Notification.** If the Contractor rejects Unpermitted Waste delivered by the Collection Contractor,  
758 Contractor shall immediately notify the City verbally and then follow verbal notifications with a  
759 written notice identifying the date and time of occurrence, material type, material weight or  
760 volume, characterization of material, the Contractor's reason for rejection of the delivered material,  
761 photographs of the material, and the identification number or information of the vehicle that  
762 Delivered the material.

763 **D. Quarantined Waste.** If approved by the City Contract Manager, Contractor may Dispose of, rather  
764 than Process, specific types of Organic Materials that are subject to quarantine and that meet the  
765 requirements described in 14 CCR Section 18984.13(d), for a period of time specified by the City  
766 Contract Manager or until the City provides notice that the quarantine has been removed. In  
767 accordance with Exhibit D, the Contractor shall maintain records and submit reports regarding  
768 compliance agreements for quarantined Organic Materials that are Disposed of pursuant to this  
769 subsection.

### 770 **5.2.3 Prohibited Container Contaminants Monitoring**

771 **A. General.** Contractor shall actively work with the Collection Contractor throughout the Term of this  
772 Agreement to monitor the levels of Prohibited Container Contaminants in City Delivered Materials  
773 at the Approved Facility(ies). Contractor shall inform Collection Contractor of specific days and/or  
774 loads that contain high levels of Prohibited Container Contaminants, the type of Prohibited  
775 Container Contaminants most frequently found in City Delivered Materials, and any other related  
776 information that may be useful for the Collection Contractor in identifying the types of Prohibited  
777 Container Contaminants and developing strategies to reduce contamination and to target  
778 information in the Collection Contractor's education and outreach efforts to Generators.

779 Contractor shall Accept all City Delivered Materials that contain Prohibited Container  
780 Contaminant levels equal to or less than the following: (i) Residential Organic Materials and  
781 Commingled food waste and yard waste: three percent (3%), (ii) Source Separated Food Scraps:  
782 twenty percent (20%). In the event that such vehicle load delivered by Collection Contractor  
783 exceeds such Prohibited Container Contaminant thresholds, Contractor may reject the load in  
784 accordance with the load rejection procedures outlined in Section 5.2.2. Should Contractor's pre-

785 Processing operations and equipment as described in Exhibit G be unable to reduce  
786 contamination levels of Accepted Source Separated Food Scraps to three percent (3%) on a  
787 consistent basis, the Parties shall promptly meet and confer to discuss strategies for reducing  
788 contamination levels. Contractor shall be responsible for demonstrating actual contamination  
789 levels in a manner reasonably satisfactory to the Contract Manager. Contractor shall continue to  
790 Accept all Source Separated Food Scraps delivered by Collection Contractor that meets the  
791 contamination thresholds as described in this Section during the meet and confer period.  
792 Contractor shall not implement any changes to the contamination monitoring procedures  
793 described in this Section without the prior written approval of the City Contract Manager.

794 **5.2.4 Days and Hours of Operation**

795 **A. General.** Contractor shall operate the Approved Facility(ies) for the receipt of City Delivered  
796 Materials in accordance with the days and hours of operation set forth in its permits and as specified  
797 below.

- 798 1. At a minimum, Contractor shall Accept Residential Organic Materials at the Approved  
799 Residential Organic Materials Processing Facility from Monday – Thursday, 6 a.m. – 4 p.m. and  
800 Fridays 6 a.m. – 6 p.m., except for Holidays.
- 801 2. At a minimum, Contractor shall Accept C&D Debris at the Approved C&D Processing Facility  
802 and Source Separated Food Scraps at the Approved Commercial Organic Materials Processing  
803 Facility from Monday – Friday, 4 a.m. – 9 p.m., Saturday 5 a.m. – 3 p.m., except for Holidays.
- 804 3. At a minimum, Contractor shall Accept Solid Waste at the Approved Disposal Facility from  
805 Monday – Friday, 12:00 a.m. – 11:59 p.m., Saturday 4 a.m. – 12 p.m., except for Holidays.

806 While Contractor may increase these hours, Contractor may not reduce the hours or total number  
807 of hours for Acceptance of City Delivered Materials without the concurrence of City and Collection  
808 Contractor, unless reductions are required by a change in a permit subsequent to the Effective  
809 Date.

810 **B. Holiday Schedule.** Contractor, at its sole discretion, may choose not to provide Post-Collection  
811 Services on a Holiday. In such event, Contractor shall provide Post-Collection Services on the  
812 Business Day following the Holiday closure. Contractor shall not change its designation of Holidays  
813 or Holiday-related closures of Approved Facilities without prior, written, approval by the City.  
814 Contractor shall make any requested changes to a Holiday schedule no less than six (6) months in  
815 advance of the requested Holiday change.

816 **5.2.5 Equipment and Supplies**

817 Contractor shall equip and operate the Approved Facilities in a manner to fulfill Contractor’s obligations  
818 under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the  
819 Approved Facilities. Contractor shall modify, enhance, and/or improve the Approved Facilities as needed  
820 to fulfill Post-Collection Services under this Agreement. Contractor shall provide all rolling stock,  
821 stationary equipment, material storage containers, spare parts, maintenance supplies, Processing  
822 equipment, and other consumables as appropriate and necessary to operate the Approved Facilities and  
823 provide all Post-Collection Services required by this Agreement. Contractor shall place the equipment in  
824 the charge of competent operators. Contractor shall repair, maintain, and as necessary, replace all  
825 equipment at its own cost and expense.

826 **5.2.6 Traffic Control and Direction**

827 Contractor shall construct and maintain all roads required to Transport City Delivered Materials from the  
828 Approved Facility(ies) site entrance to scale house and to the actual point of unloading at the Processing  
829 or Disposal area of the Approved Facility(ies). Contractor shall direct on-site traffic to appropriate  
830 unloading areas and provide a safe working environment for Approved Facility(ies) users, visitors, and  
831 employees. Contractor shall provide necessary roadways, signs, and personnel to assist drivers to proper  
832 unloading areas. Contractor shall maintain all roadways and signs at the Approved Facility(ies) in a clean  
833 and usable condition. The Contractor shall provide and maintain roadways and signs for the convenience  
834 of vehicles using the Approved Facility(ies) and to facilitate safe and efficient traffic flow at the Approved  
835 Facility(ies).

836 **5.2.7 Vehicle Turnaround Times**

837 **A. General.** Contractor shall maintain a maximum vehicle turnaround time of forty (40) minutes or less  
838 for Collection Contractor delivery of City Delivered Materials to the Approved Disposal or  
839 Residential Organics Processing Facilities. Contractor shall maintain a maximum vehicle turnaround  
840 time of thirty (30) minutes or less for Collection Contractor delivery of City Delivered Materials to  
841 the Approved C&D or Commercial Organics Processing Facilities.). Turnaround time shall be  
842 measured from when the vehicle passes through a scale to when it exist a scale; as measured  
843 through the Collection Contractors onboard GPS tracking system. This excludes instances when the  
844 driver exits the vehicle or force majeure events. Failure to meet this guaranty for more than five (5)  
845 consecutive Working Days or more than ten (10) Working Days in any sixty day (60) period, equates  
846 to default of Contractor’s performance obligations under this Agreement. Contractor shall have a  
847 twenty-four (24) hour period to cure this breach before Liquidated Damages are assessed in  
848 accordance with this Section and Section 10.6.

849 **B. Guaranteed Collection Vehicle Turnaround Time.** Contractor shall operate the Approved  
850 Facility(ies) so that all Collection Contractor vehicles are processed, unloaded, and exited from the  
851 Approved Facility(ies) property in a timely manner such that the maximum turnaround time is no  
852 more than the time allocated above in subsection A.

853 **C. Supporting Documentation.** Upon City request, Contractor shall provide the City reports or access  
854 to electronic scale house system records and/or on-site camera recording that provide the City  
855 information to determine actual vehicle turnaround times. Contractor acknowledges that the City  
856 may conduct on-site surveys to verify compliance with the guaranteed vehicle turnaround times for  
857 Collection Contractor’s vehicles. The Contractor acknowledges that the City may also use GPS  
858 (global positioning system) records provided by Collection Contractor for Collection Contractor’s  
859 vehicles to calculate actual vehicle turnaround times. At Contractor option, Contractor may, at its  
860 own cost, implement and maintain a technology-based vehicle tracking system of recording  
861 inbound and outbound Collection Contractor’s vehicle times (such as a system that uses RFID  
862 vehicle tags and RFID readers). Such system shall not inconvenience the Collection Contractor or  
863 City or delay Collection Contractor’s vehicles from arriving and departing the Approved Facility(ies).

864 **D. Complaint Resolution.** Contractor shall respond within five (5) Business Days to any written  
865 Complaint received from the City or Collection Contractor related to vehicle turnaround times.  
866 Contractor shall work directly with the Collection Contractor to identify and resolve issues that are  
867 causing vehicle turnaround times to extend beyond the maximum vehicle turnaround time stated  
868 in subsection B. Contractor may provide evidence disputing any Complaint received by the

869 Collection Contractor provided the evidence is in the form of camera recordings of Collection  
870 Contractor’s vehicle(s), scale house records, or other documented timestamp of the Collection  
871 Contractor’s arrival and departure times from the Approved Facility(ies). Contractor’s evidence shall  
872 be presented no later than ten (10) Business Days after receipt of Collection Contractor or City’s  
873 written notice of Complaint(s). City shall review both Contractor and Collection Contractor’s  
874 evidence and provide written notice of the City’s determination that the Complaint was valid or  
875 invalid. The Liquidated Damages payment shall be paid in accordance with Section 10.6 and shall be  
876 equal to one hundred dollars (\$100.00) in Rate Period One for each Collection Contractor vehicle  
877 with a Turnaround Time greater than the Maximum Vehicle Turnaround Time. The liquidated  
878 damage amount shall be adjusted annually thereafter by CPI.

879 **E. Consequences for Failure to Meet the Guaranteed Vehicle Turnaround Times.** Should Contractor  
880 fail to meet the guaranteed maximum turnaround times for Collection Contractor’s vehicles  
881 described in this Section, Liquidated Damages may be assessed by the City in the amounts stated in  
882 Exhibit F unless Contractor proves to the reasonable satisfaction of the City that a Complaint  
883 regarding a Collection Contractor’s vehicle turnaround time exceeding the guaranteed vehicle  
884 turnaround time was not valid pursuant to subsection D above.

885 **F. Assessment of Liquidated Damages.** The City understands that a failure by Contractor to meet the  
886 maximum vehicle turnaround time incurs damages upon the Collection Contractor and shall  
887 therefore provide notice of its intent to assess Liquidated Damages to the Contractor within sixty  
888 (60) Business Days of City becoming aware of the Contractor’s failure to meet the Maximum Vehicle  
889 Turnaround Time. The assessment of Liquidated Damages shall be made in accordance with Section  
890 10.6 and collected by City on behalf of the Collection Contractor.

### 891 **5.2.8 Scale Operation**

892 **A. Maintenance and Operation.** Contractor shall maintain at least two (2) State-certified motor vehicle  
893 scales at the Approved Facility(ies) in accordance with Applicable Law. Contractor shall link all scales  
894 to a centralized computer recording and billing system that shall be compatible with Contractor’s  
895 systems and account for tracking all incoming and outgoing materials. Contractor shall operate  
896 those scales during the Approved Facility(ies) receiving hours established in Section 5.2.4.  
897 Contractor shall provide City with access to weighing information at all times and copies thereof on  
898 the next Working Day following City’s request therefore.

899 **B. Tare Weights for Collection Contractor Vehicles.** Within thirty (30) calendar days prior to the  
900 Commencement Date, Contractor shall coordinate with the Collection Contractor to ensure that all  
901 single-body Collection vehicles used by Collection Contractor to Deliver City Delivered Materials to  
902 the Approved Facility(ies) are weighed to determine unloaded (“tare”) weights. Collection vehicles  
903 that are not single-body construction, such as trucks that transport roll-off boxes or compactors or  
904 have detachable tractors, shall weigh-in and weigh-out. Contractor shall electronically record the  
905 tare weight, identify vehicle as Collection Contractor owned, and provide a distinct vehicle  
906 identification number for each vehicle. Contractor shall provide City with a report listing the vehicle  
907 tare weight information upon request. Contractor shall promptly coordinate with Collection  
908 Contractor to weigh additional or replacement Collection vehicles prior to Collection Contractor  
909 placing them into service. Contractor shall check tare weights at least annually, or within fourteen  
910 (14) calendar days of a City request and shall coordinate with the Collection Contractor to re-tare  
911 vehicles immediately after any major maintenance service on a Collection vehicle.

912 **C. Substitute Scales.** If any scales are inoperable, being tested, or otherwise unavailable, Contractor  
913 shall use reasonable business efforts to weigh vehicles on the remaining operating scales. To the  
914 extent that all the scales are inoperable, being tested, or otherwise unavailable, Contractor shall as  
915 soon as possible substitute portable scales until the permanent scales are replaced or repaired.  
916 Contractor shall arrange for any inoperable scale to be repaired as soon as possible and, in any  
917 event, within seventy-two (72) hours (excluding Holidays) of the failure of the permanent scale. If  
918 repairs to the permanent scale are projected to take more than twelve (12) hours, Contractor shall  
919 immediately obtain a temporary substitute scale(s).

920 Contractor shall as soon as possible provide back-up generator(s) capable of supplying power to  
921 the scales in the event of a power outage.

922 **D. Estimates.** Pending substitution of portable scales or during generator outages, Contractor shall  
923 estimate the Tonnage of City Delivered Materials delivered to the Approved Facility(ies) by utilizing  
924 the arithmetic average of each vehicle's recorded Tons of the City Delivered Materials delivered on  
925 its preceding three (3) deliveries, on the same calendar day of the week, to the Approved  
926 Facility(ies). Contractor shall continue to record all information required by this Section 5.2.8 for  
927 each delivery of City Delivered Materials to the Approved Facility(ies) and each Transported load of  
928 City Delivered Materials during any period the scales are out of service.

929 **E. Testing.** Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least  
930 every twelve (12) months. Upon City request, Contractor shall promptly provide City with copies of  
931 test results. Contractor shall further test and calibrate any or all scales within three (3) Working  
932 Days of City direction. If test results indicate that the scale or scales complied with Applicable Law,  
933 City shall reimburse Contractor the direct costs of the tests. If the test results indicate that the scale  
934 or scales did not comply with Applicable Law, Contractor shall bear the costs thereof and Contractor  
935 shall at its own cost adjust and correct, consistent with the results of that test, all weight  
936 measurements recorded and Per-Ton Rates calculated, charged, and paid, as the case may be, from  
937 the date of City's direction.

938 **F. Weighing Standards and Procedures.** Contractor shall use the Approved Facility's(ies)' entry  
939 scale(s) located at the scale house to weigh vehicles and charge Per-Ton Rates. Contractor scale  
940 house personnel shall be responsible for inspecting City Delivered Materials delivered to the  
941 Approved Facility(ies). Contractor shall charge the Per-Ton Rate approved by the City for each  
942 material type delivered by the Collection Contractor. The total rate charged per load of City  
943 Delivered Material shall be based on the material type and the total Tonnage of City Delivered  
944 Materials in the Collection Contractor's vehicle. Contractor shall weigh and record inbound weights  
945 of all Collection Contractor's vehicles when the vehicles arrive at the Approved Facility(ies) and  
946 weigh and record outbound weights of vehicles for which Contractor does not maintain tare weight  
947 information. Contractor shall provide each driver a receipt showing the date, time in, time out,  
948 Facility name and address, ticket number, operator identification, customer number, vehicle  
949 identification, waste origination, total amount due, a description of weight codes where applicable,  
950 material types, gross weight, tare weight, net weight, and quantity, of each material type of City  
951 Delivered Materials that the vehicle delivered to the Approved Facility(ies) and the Per-Ton Rate  
952 charged therefore.

953 **G. Records.** Contractor shall maintain scale records and reports that provide information including  
954 date of receipt, inbound time, inbound weights of vehicles, vehicle identification number,

955 jurisdiction of origin of materials received, type of material, hauler identification and/or  
956 classification, type, weight, destination of material (such as, with respect to a Transfer station, to a  
957 landfill or material recovery facility operations), and all other information as required in accordance  
958 with Article 6.

959 **H. Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video  
960 cameras at the Approved Facility(ies), Contractor shall make those videos available for City review  
961 during the Approved Facility's(ies') operating hours, upon request of the City, and shall provide the  
962 name of the driver of any particular load if available. City acknowledges that Contractor only  
963 maintains limited video storage capacity and that older video records are overwritten when storage  
964 capacity is reached.

### 965 **5.2.9 Safety**

966 The Contractor shall perform all Post-Collection Services in a safe manner, in accordance with Applicable  
967 Law and insurance requirements provided in Article 9.

### 968 **5.2.10 Due Diligence**

969 Contractor acknowledges that management of City Delivered Materials is a public health and safety  
970 concern. It agrees that it will exercise due diligence in performing Post-Collection Services.

### 971 **5.2.11 Right to Enter Facility(ies) and Observe Operations**

972 The City and its designated representative(s) may enter, observe, and inspect the Approved Facility(ies)  
973 at any time during Approved Facility(ies) operations and meet with the Approved Facility(ies) manager(s)  
974 or their representatives upon at least seventy-two (72) hours advance request, provided that City and its  
975 representatives comply with Contractor's reasonable safety and security rules and do not interfere with  
976 the work of the Contractor or its Subcontractors.

977 Contractor acknowledges City, other governmental agencies, or Extended Producer Responsibility  
978 Programs may wish to perform generation and characterization studies periodically with respect to  
979 materials covered under this Agreement. Contractor agrees that upon direction from the City, Contractor  
980 shall participate in and cooperate with City and other such agencies to perform studies and data collection  
981 exercises, as needed, to determine weights, volumes and composition of materials generated, Disposed,  
982 Diverted or otherwise Processed at the Approved Facility(ies), as applicable. If City requires Contractor to  
983 participate in such a study, Contractor and City shall mutually agree on the scope of services to be  
984 provided by Contractor and the amount of compensation, if any, that the City will pay to Contractor for  
985 such participation. In accordance with Sections 3.7 and 8.4, if any such studies are required under an  
986 Extended Producer Responsibility Program, the Contractor's participation in such study shall not warrant  
987 an increase to the Contractor's compensation, except as otherwise provided for in Section 8.4. .In any  
988 event, Contractor shall permit and in no way interfere with the Transport and handling of the subject  
989 materials by other Persons for such purposes.

## 990 **5.3 VEHICLE REQUIREMENTS**

991 **A. General.** All Post-Collection operations shall be in compliance with Applicable Laws, including those  
992 related to Contractor's operational fleet.

993 **B. Maintenance and Operation.** Contractor shall have available sufficient back-up vehicles for each  
994 type of vehicle used to respond to scheduled and unscheduled maintenance, service requests, and  
995 emergencies. Contractor’s vehicles shall utilize Recycled motor oil to the extent practicable (only  
996 when authorized engine manufacturer). Contractor shall not place the City's logo on its vehicles.  
997 Contractor shall repair, or arrange for the repair of, all of its equipment for which repairs are needed  
998 because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and  
999 operable condition.

1000 **5.4 PERSONNEL**

1001 **A. General.** Contractor shall engage, train, and maintain qualified and competent employees,  
1002 including managerial, supervisory, clerical, maintenance, and operating personnel, in numbers  
1003 necessary and sufficient for operation of Approved Facility(ies) and to perform Post-Collection  
1004 Services required by this Agreement in a safe and efficient manner. Contractor shall designate at  
1005 least one (1) qualified employee as City’s primary point of contact with Contractor who is principally  
1006 responsible for facility operations and resolution of service requests and Complaints.

1007 Contractor shall use its best efforts to assure that all employees present a neat appearance and  
1008 conduct themselves in a courteous manner. Contractor shall not permit its employees to accept,  
1009 demand, or solicit, directly or indirectly, any additional compensation or gratuity from Collection  
1010 Contractor or members of the public.

1011 **B. Driver and Equipment Operator Qualifications.** All drivers must have in effect a valid driver’s  
1012 license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor  
1013 shall use the Class II California Department of Motor Vehicles employer “Pull Notice Program” to  
1014 monitor its drivers for safety. All equipment operators shall be appropriately licensed and/or  
1015 credentialed, as required by law or Contractor’s policies, for the type and size of equipment they  
1016 will operate at all times.

1017 **C. Safety Training.** Contractor shall provide suitable operational and safety training for all of its  
1018 employees who operate vehicles or equipment. Contractor shall train its employees involved in load  
1019 inspections to identify, and not to Accept, Excluded Materials. Upon the City Contract Manager’s  
1020 request, Contractor shall provide a copy of its safety policy and safety training program, the name  
1021 of its safety officer, and the frequency of its trainings.

1022 **D. Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and  
1023 continuity of Contractor’s staff assigned to perform the services required under this Agreement.  
1024 Contractor shall notify the City of any changes in Contractor’s key staff to be assigned to perform  
1025 the services required under this Agreement and shall obtain the approval of the City Contract  
1026 Manager of all proposed key staff member changes who are to be assigned to perform services  
1027 under this Agreement within ten (10) Business Days of a key staffing member change. Key staff shall  
1028 include the General Manager of each Approved Facility and the Contractor’s District/Area Manager.  
1029 The City shall not unreasonably withhold approvals of staff changes and shall respond to approval  
1030 requests of a staffing change within five (5) Business Days of Contractor’s notice to the City of such  
1031 change. Should the City not respond to a request for approval from Contractor of a staffing change  
1032 within five (5) Business Days, the staffing change shall be considered approved.

1033 Notwithstanding City’s approval of Contractor’s personnel, Contractor shall not be relieved from

1034 any liability resulting from the work to be performed under this Agreement, nor shall Contractor  
1035 be relieved from its obligation to ensure that its personnel maintain all requisite certifications,  
1036 licenses, and the like, and Contractor shall at all times ensure that its personnel fully comply with  
1037 Applicable Law.

1038 **E. Wages and Benefits.** Wages and benefits applicable to employees performing work under the  
1039 Agreement shall not be less than those stated in the City’s Municipal Code Chapter 1-6, Living Wage.  
1040 Contractor shall maintain compliance with the City’s Living Wage Ordinance throughout the Term  
1041 of the Agreement.

1042 **5.5 CONTRACT MANAGEMENT**

1043 City has designated staff, the City Contract Manager, to be responsible for the monitoring and  
1044 administration of this Agreement. Contractor shall designate an employee to serve as Contractor’s  
1045 Contract Manager(s), to be responsible for working closely with the City Contractor Manager in the  
1046 monitoring and administration of this Agreement. Contractor shall provide City with a direct phone and  
1047 email address for the Contractor’s selected Contract Manager and such manager, or a temporary designee  
1048 during vacations, shall be available to the City Contract Manager during all business hours as defined in  
1049 Section 5.2.4.

1050 The Contractor’s Contract Manager shall meet and confer with the City Contract Manager to resolve  
1051 differences of interpretation and implement and execute the requirements of this Agreement in an  
1052 efficient, effective manner that is consistent with the stated objectives of this Agreement.

1053 From time to time, the City Contract Manager may designate other agents of City to work with Contractor  
1054 on specific matters. In such cases, those individuals should be considered designates of the City Contract  
1055 Manager for those matters to which they have been engaged. Such designates shall be afforded all of the  
1056 rights and access granted thereto. In the event of a dispute between the City Contract Manager’s  
1057 designate and Contractor, the City Contract Manager’s determination shall be conclusive, subject to the  
1058 provisions of this Section and Contractor’s rights and remedies under this Agreement and Applicable Law.

1059 In the event of dispute between the City Contract Manager and the Contractor regarding the  
1060 interpretation of or the performance of services under this Agreement, the City Contract Manager’s  
1061 determination shall be conclusive except where such determination results in a material impact to the  
1062 Contractor’s revenue and/or cost of operations. In the event of a dispute between the City Contract  
1063 Manager and the Contractor results in such material impact to the Contractor, the provisions of Section  
1064 10.9 shall apply. For the purposes of this Section 5.5, “material impact” is an amount equal to or greater  
1065 than fifty thousand dollars (\$50,000) per year.

1066 City Contract Manager or their designate shall have the right to observe and review Contractor operations  
1067 and enter Premises for the purposes of such observation and review, including review of Contractor’s  
1068 relevant records, during reasonable hours with reasonable notice. In no event shall Contractor prevent  
1069 access to such Premises for a period of more than three (3) calendar days after receiving such a request.

1070 Contractor shall maintain an after-hours telephone number allowing twenty-four (24) hour per day access  
1071 to Contractor’s Contract Manager or designate by City Contract Manager in the event of an emergency  
1072 involving Contractor’s equipment or services including, but not necessarily limited to, fires, blocked  
1073 access, or property damage.

1074 **ARTICLE 6.**  
1075 **RECORD KEEPING AND REPORTING**

1076 **6.1 RECORD KEEPING**

1077 Contractor shall maintain accounting, statistical, operational, and other records related to its performance  
1078 as shall be necessary to provide reporting under this Agreement, Applicable Law, and to demonstrate  
1079 compliance with this Agreement. Unless otherwise required in this Article, Contractor shall retain all  
1080 records and data required to be maintained by this Agreement for the Term of this Agreement plus three  
1081 (3) years after its expiration or earlier termination. Records and data shall be in chronological order and  
1082 an organized form and readily and easily interpreted. Upon request, any such records shall be retrieved  
1083 within ten (10) Working Days of a request by the City Contract Manager and made available to the City  
1084 Contract Manager. Contractor shall maintain adequate record security to preserve records from events  
1085 that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data  
1086 and records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems  
1087 to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a  
1088 monthly basis, save all system-generated reports supporting those record keeping and reporting  
1089 requirements in a static format in order to provide an audit trail for all data required. City shall have the  
1090 right to inspect all documents upon which the representations contained in monthly and annual reports  
1091 are based.

1092 City views its ability to defend itself against the Comprehensive Environmental Response, Compensation  
1093 and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City  
1094 regards its ability to prove where City Delivered Materials are taken for Transfer, Processing, or Disposal.  
1095 Contractor shall maintain records which can establish where City Delivered Materials were Transferred,  
1096 Processed, or Disposed. Additionally, the City finds it essential to accurately determine the origin of  
1097 materials received at Approved Facilities to ensure the appropriate attribution and allocation of City  
1098 Delivered Materials to the City and to track the final placement of Diverted Commodities at Responsible  
1099 End Markets. Contractor shall maintain all necessary records and supporting documentation to accurately  
1100 allocate the Tons of City Delivered Materials Diverted or Disposed and to prove City Delivered Materials  
1101 are Recycled or Composted at Responsible End Markets. Contractor shall make such records related to  
1102 the Person delivering the material, the origin of the material reported by that Person, and any other  
1103 information required to reconcile Contractor's reports available to the City Contract Manager without any  
1104 requirement for confidentiality agreement or claim of proprietary/trade secret protection. This provision  
1105 shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these  
1106 records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement.  
1107 Contractor shall provide these records to City (upon request or at the end of the record retention period)  
1108 in an organized and indexed manner rather than destroying or Disposing of them.

1109 **6.2 REPORT SUBMITTAL REQUIREMENTS**

1110 Contractor shall submit monthly reports no later than fifteen (15) calendar days after the end of each  
1111 month. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of  
1112 each calendar year. Monthly and annual reports shall, at a minimum, include all data and information as  
1113 described in Exhibit D. Additionally, upon request by the City, Contractor shall provide any data, described  
1114 in Exhibit D, required to respond to requests by local, regional, or State agencies within five (5) Business  
1115 Days unless such request is made within the first (1<sup>st</sup>) and tenth (10<sup>th</sup>) of any month for current data, in  
1116 which case Contractor shall provide the requested data within seven (7) Business Days.

1117 Contractor may propose report formats that are responsive to the objectives and audiences for each  
1118 report. The format of each report shall be approved by the City Contract Manager, in their sole discretion.  
1119 City Contract Manager may, from time to time during the Term, review and request changes to  
1120 Contractor’s report formats and content and Contractor shall not unreasonably deny such requests.  
1121 Contractor shall submit all reports to the City Contract Manager electronically via email using software  
1122 acceptable to the City.

1123 City reserves the right to require Contractor to provide additional reports or documents, or to provide  
1124 earlier submittal of scheduled reports (e.g., to meet State reporting timelines for SB 1383) as City Contract  
1125 Manager reasonably determines to be required for the administration of this Agreement or compliance  
1126 with Applicable Law.

1127 **6.3 LATE AND INCORRECT REPORTS**

1128 If Contractor does not submit the required report on the due date, Contractor shall pay to the City  
1129 Liquidated Damages in accordance with this Section and Exhibit F. The City may adjust the Liquidated  
1130 Damage amount annually thereafter by the Annual Percentage Change of the CPI-U, as described in  
1131 Section 8.3. If the City provides notice to Contractor of a late Annual or Monthly Report thirty (30) calendar  
1132 days after the report due date, Contractor shall submit the report to City within fourteen (14) calendar  
1133 days of the notice date. If the report is received on or before the fourteenth (14th) calendar day,  
1134 Liquidated Damages shall be limited to the amount due for the initial thirty (30) calendar days. If the  
1135 report is not received within the fourteen- (14-) calendar day period, City may assess Liquidated Damages  
1136 for each calendar day the report is late after the fourteen- (14-) calendar day period following the notice.  
1137 In such case, the number of days for which Liquidated Damages may be assessed shall equal the sum of  
1138 the initial thirty (30) calendar days the report is late and the additional days the report is late following  
1139 the fourteen- (14-) calendar day period after City’s Notice. Liquidated Damages shall be assessed in  
1140 accordance with Section 10.6.

1141 If City identifies an error in a report or omission of required information, Contractor shall be given five (5)  
1142 Working Days to correct the report from the date of the City’s initial notice. If Contractor fails to correct  
1143 the report on or before the fifth (5<sup>th</sup>) Working Day, City may assess a Liquidated Damage amount of five  
1144 hundred dollars (\$500) per Working Day for each day beyond the cure period until such time the  
1145 Contractor submits a corrected report, as determined by the City. Assessment and payment of the  
1146 Liquidated Damages described in this paragraph shall be performed in accordance with Section 10.6.

1147 If the Contractor identifies an error in a report it submitted to the City, Contractor shall notify the City of  
1148 the error and submit a corrected report within fifteen (15) calendar days of the notice to the City. City  
1149 agrees to waive Liquidated Damages in the event Contractor self-identifies an error and submits the  
1150 corrected report within fifteen (15) calendar days of Contractor’s notice to the City. If Contractor is late in  
1151 submitting the corrected report, the City may assess Liquidated Damages for the late report as outlined  
1152 herein.

1153 **ARTICLE 7.**  
1154 **CITY REIMBURSEMENTS**

1155 **7.1 CITY RIGHT TO ESTABLISH FEES**

1156 City retains the right to establish fees on Processing and/or Disposal activities, and to adjust such fees  
1157 during the Term of this Agreement. Such fees shall be established and adjusted as part of the  
1158 Governmental Component of the then-applicable Per-Ton Rate as provided in Article 8.

1159 **7.2 OTHER REIMBURSEMENTS**

1160 The City shall reserve the right to set "other" reimbursements, as it deems necessary. The amount, time  
1161 and method of payment, and adjustment process shall be set in a manner similar to that for other  
1162 reimbursements described in this Article.

1163 **7.3 ADJUSTMENT TO REIMBURSEMENTS**

1164 City may set other reimbursements or adjust the reimbursements established in this Article from time-to-  
1165 time during the Term of this Agreement and such other reimbursements and adjustments shall be  
1166 considered an allowable cost of business not subject to profit mark-up and included in the adjustment of  
1167 Rates as described in Article 8.

1168 **7.4 PAYMENT SCHEDULE AND LATE FEES**

1169 Within twenty-five (25) calendar days of the end of each calendar quarter, during the Term of this  
1170 Agreement, Contractor shall remit to City all reimbursements as described in this Article. Such  
1171 reimbursements shall be remitted to City and sent or delivered to the City Contract Manager. If such  
1172 remittance is not paid to City on or before the twenty-fifth (25<sup>th</sup>) calendar day following the end of a  
1173 calendar quarter, all reimbursements due shall be subject to a delinquency penalty of two percent (2%),  
1174 or maximum permitted by law, which attaches on the first (1<sup>st</sup>) day of delinquency. The delinquency  
1175 penalty shall be increased an additional two percent (2%), or maximum permitted by law, for each  
1176 additional month the payment remains delinquent.

1177 Each quarterly remittance to City shall be accompanied by a statement listing the amount of each  
1178 reimbursement paid and the calculation of each reimbursement. City Contract Manager may, at any time  
1179 during the Term, request a detailed calculation of Gross Receipts for each billing period. Contractor shall  
1180 maintain all supporting documents and calculations for each payment made to City as required by Section  
1181 6.1.

1182 City Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and  
1183 payment of reimbursements. Contractor shall cooperate with the City Contract Manager in any such audit.  
1184 Should City or its agent perform this review and identify errors in payment of reimbursements valued at  
1185 one percent (1%) or more for the period reviewed, Contractor shall, in addition to compensating City for  
1186 lost reimbursements, reimburse the City's actual cost of the review.

1187  
1188  
1189

## **ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING**

### **1190 8.1 GENERAL**

1191 The Contractor's Compensation for performance of all its obligations under this Agreement shall be Per-  
1192 Ton Rates, paid to the Contractor by the Collection Contractor in exchange for services provided.  
1193 Contractor's Compensation provided for in this Article shall be the full, entire, and complete  
1194 compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and  
1195 supplies, Transfer, Processing, and Disposal fees, City Reimbursements, taxes, insurance, bonds,  
1196 overhead, operations, profit, and all other things necessary to perform all the services required by this  
1197 Agreement in the manner and at the times prescribed and in accordance with Applicable Law. Nothing  
1198 herein shall obligate City to provide any compensation directly to Contractor. Contractor's Proposal  
1199 (Exhibit G), from which initial Rates are determined, assumes compliance with Applicable Law and  
1200 associated implementing regulations, including, but not limited to, AB 1201, SB 54, and SB 343, as they  
1201 may be further promulgated, amended, or replaced from time to time. Any future adjustments to  
1202 Contractor's compensation due to a Change in Law shall be made in accordance with Section 8.4.E.

1203 If Contractor's actual costs, including fees due to City, are more than the Per-Ton Rates, Contractor shall  
1204 not be compensated for the difference in actual costs and actual Per-Ton Rates. If Contractor's actual  
1205 costs are less than the actual Per-Ton Rates, Contractor shall retain the difference provided that  
1206 Contractor has paid City Reimbursements pursuant to Article 7.

1207 Under this Agreement, Contractor shall have the right and obligation to charge and collect from the  
1208 Collection Contractor, Per-Ton Rates approved by the City for provision of services under this Agreement.  
1209 The Rates for Rate Period One are based on the Contractor's Proposal. Contractor's proposed costs and  
1210 operating assumptions for Rate Period One are presented in Exhibit G1.

### **1211 8.2 REMITTANCES TO CONTRACTOR**

1212 Each month, within five (5) Business Days after the last day of the preceding month, Contractor shall  
1213 provide to the Collection Contractor an invoice detailing the total Tons delivered to the Approved Facility  
1214 from the City Service Area by the Collection Contractor, and the resulting monies owed to Contractor,  
1215 based on the then-current Per-Ton Rates. Contractor shall be responsible for collecting payment for Post-  
1216 Collection Services directly from the Collection Contractor. Contractor shall cooperate with the Collection  
1217 Contractor as needed to calculate and/or reconcile remittance amounts.

1218 In the event that there is a dispute by the Collection Contractor over the amount of an invoice, Contractor  
1219 shall work diligently with Collection Contractor to expeditiously resolve the dispute in accordance with  
1220 Section 10.10. In the event the dispute between the Contractor and Collection Contractor is escalated to  
1221 the City pursuant to Section 10.10, the City Contract Manager, in their sole discretion, may make a  
1222 determination and such determination shall be final for any dispute involving payment of one hundred  
1223 thousand dollars (\$100,000) or less.

1224 Contractor shall deliver to Collection Contractor, with a copy to City, a notice of late payment for a given  
1225 monthly invoice thirty-five (35) calendar days after the date of generation of the invoice. Contractor's  
1226 invoices shall be deemed delinquent if Collection Contractor has not paid within sixty (60) calendar days

1227 of the date of the notice of late payment. Thereafter, Contractor may suspend Acceptance of City  
1228 Delivered Materials from the Collection Contractor until the delinquent invoice(s) are paid in full excluding  
1229 disputed amounts. The delinquent invoice shall bear interest on the unpaid balance at a rate not to exceed  
1230 one and one-third percent (1 1/3%) per month. Contractor shall maintain copies of all billings and receipts,  
1231 each in chronological order, for the Term of this Agreement, for inspection and verification by the City  
1232 Contract Manager at any reasonable time but in no case more than thirty (30) calendar days after receiving  
1233 a request to do so.

### 1234 **8.3 PER-TON RATES**

1235 **A. General.** The City shall be responsible for approving Per-Ton Rates as described in this Article. Each  
1236 Per-Ton Rate shall have two (2) components:

- 1237 1. The Contractor component (“Contractor Component”) which reflects the Contractor’s  
1238 Compensation for the services provided under this Agreement; and
- 1239 2. The governmental component (“Governmental Component”) which reflects government fees  
1240 assessed for materials handled at the Approved Facilities or Alternate Facilities.

1241 The sum of the “Contractor Component” and the “Governmental Component” shall equal the  
1242 total Per-Ton Rate.

1243 **B. Rates for Rate Period One.** Per-Ton Rates for Rate Period One, which are presented in Exhibit G2,  
1244 were determined by Contractor and City and were approved along with the Agreement. The Rates  
1245 for Rate Period One shall be effective from February 1, 2025.

1246 **C. Definitions.** For the purposes of this Section 8.3, the following terms shall be defined as follows:

- 1247 1. **“Adjustment Date”** means the date at which an annual adjustment takes effect.
- 1248 2. **“Annual Percentage Change”** means the annual percentage change in any of the indices  
1249 defined below calculated as described in the following paragraph.

1250 The Annual Percentage Change for a cost index shall be calculated as the Average Index Value  
1251 for the most recently available twelve (12) month period of the then-current Rate Period  
1252 minus the Average Index Value for the corresponding twelve (12) month period of the most  
1253 recently completed Rate Period and the result of which shall be divided by the Average Index  
1254 Value for the same twelve (12) month period of the most recently completed Rate Period. The  
1255 Annual Percentage Change shall be rounded to the nearest thousandth (1,000th).

1256 For example, if the Contractor is preparing its Rate application in January of 2026 for Rates to  
1257 be effective for Rate Period Two, the Annual Percentage Change in CPI shall be calculated as  
1258 follows: [(Average CPI for January 2025 through December 2025) – (Average CPI for January  
1259 2024 through December 2024)] / (Average CPI for January 2024 through December 2024)].

- 1260 3. **“Average Index Value”** means the sum of the monthly index values during the most recently  
1261 available twelve (12) month period divided by twelve (12) (in the case of indices published  
1262 monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices  
1263 published bi-monthly).

1264 4. “CPI-U” means the Consumer Price Index, All Urban Consumers, all items, not seasonally  
1265 adjusted San Francisco-Oakland-San Jose Metropolitan Area compiled and published by the  
1266 U.S. Department of Labor, Bureau of Labor Statistics.

1267 5. “Fuel Index” means the per-therm price for Core Natural Gas Service for Compression on  
1268 customer’s Premises, Schedule G-NGV1, compiled and published by the Pacific Gas and  
1269 Electric Company Analysis and Rate Department and reported monthly in its “Gas RateFinder”  
1270 publication (<http://www.pge.com/tariffs/GRF.SHTML>). The February 2024 Fuel Index is  
1271 \$.1.47892 per therm, which reflects the sum of the customer charge, procurement charge,  
1272 transportation charge, and public purpose program (PPP) charge for natural gas service for  
1273 compression on customer’s Premises as reported by Pacific Gas and Electric Company.

1274 **D. Per-Ton Rate Application.** On February 1, prior to the commencement of the Rate Period for which  
1275 Per-Ton Rates are to be determined (coming Rate Period), Contractor shall submit to the City  
1276 Contract Manager an application requesting the adjustment of Per-Ton Rates for the coming Rate  
1277 Period via mail and an electronic copy in Microsoft Excel format with all supporting schedules,  
1278 formulas, and calculations via email. For example, on February 1, 2026, the Contractor shall submit  
1279 its application for the adjustment of Per-Ton Rates to be effective July 1, 2026, (i.e., Rate Period  
1280 Two).

1281 Such Application shall include the Rate adjustment calculation in accordance with this Section and  
1282 a copy of the Per-Ton Rate schedule currently in effect.

1283 The City shall evaluate Contractor’s application for mathematical accuracy and consistency with  
1284 the requirements of the Agreement and shall have the ability to require changes to the application  
1285 prior to approval on the basis of the application’s mathematical inaccuracy or failure to comply  
1286 with the procedures defined in the Agreement. Upon City’s agreement that the calculations are  
1287 consistent with the requirements of this Agreement and are mathematically accurate, the Per-  
1288 Ton Rate adjustment (if any) shall be presented to the City Contract Manager and subject to the  
1289 City Contract Manager’s final approval, which shall not be unreasonably withheld or delayed.

1290 **E. Changes to Government Fees.** In the event of changes to or new government fees that are effective  
1291 at a time that does not coincide with the annual Rate adjustment, Contractor may notify the City of  
1292 the expected increase to any of the Government Fees relating to the Approved Facilities. Contractor  
1293 may request such an adjustment if such Government Fees were not in effect on the Effective Date,  
1294 or, if in effect on the Effective Date, are increased. Contractor shall notify the City in writing thirty  
1295 (30) calendar days after receiving notice of any increase in the Governmental Component to any  
1296 such changes in, or imposition of Government Fees. The City may review the Contractor’s  
1297 calculation of the adjusted Governmental Component and resulting adjustment of the Per-Ton Rate  
1298 for a period of up to thirty (30) calendar days. During this period, the City may request, and the  
1299 Contractor shall provide, supporting documentation which justifies the increase. Should the Parties  
1300 be in dispute over the adjusted fees at the end of the thirty- (30-) calendar day period, no  
1301 adjustment shall be made and the dispute shall be subject to Section 10.9 of this Agreement. Upon  
1302 resolution of the dispute, and assuming both Parties agree on the adjustment of the Government  
1303 Fee and the resulting adjustment of the Per-Ton Rate, the Contractor shall be entitled to the  
1304 adjusted Per-Ton Rate payments retroactively to the effective date of the imposed Government  
1305 Fee.

1306 **8.3.1 Organic Materials Processing Rate**

1307 **A. Initial Rates.** The initial Commingled Organic Materials Processing Rate effective on the  
 1308 Commencement Date shall be \$88.00 per Ton of Organic Materials Delivered to the Approved  
 1309 Residential Organic Materials Processing Facility. The initial Contractor Component of the Organic  
 1310 Materials Processing Rate is \$88.00 per Ton. The initial Governmental Component of the Organic  
 1311 Processing Rate is \$0.00 per Ton.

1312 The initial Source Separated Food Scraps Processing Rate effective on the Commencement Date  
 1313 shall be \$120.00 per Ton of Food Scraps Delivered to the Approved Commercial Organic Materials  
 1314 Processing Facility. The initial Contractor Component of the Food Scraps Processing Rate is  
 1315 \$120.00 per Ton. The initial Governmental Component of the Organic Processing Rate is \$0.00 per  
 1316 Ton.

1317 **B. Adjustments.** The Per-Ton Rate for Organic Materials for all Rate Periods following Rate Period One  
 1318 shall be adjusted annually commencing with the first adjustment that shall be effective on July 1,  
 1319 2026. The Per-Ton Rate adjustment shall be performed in accordance with this Section:

1320 
$$P = ((A-C) \times (1+B)) + D$$

1321 A = The Organic Materials Processing Rate in effect immediately prior to the Adjustment  
 1322 Date.

1323 B = The Annual Percentage Change in the CPI-U.

1324 C = The Governmental Component in effect immediately following the prior Adjustment  
 1325 Date.

1326 D = The Governmental Component in effect immediately following the Adjustment Date.

1327 P = The adjusted Organic Materials Processing Rate for the new Rate Period.

1328 **8.3.2 C&D Debris Processing Rate**

1329 **A. Initial Rates.** The initial C&D Processing Rate effective on the Commencement Date shall be  
 1330 \$205.00 per Ton of C&D Debris Delivered to the Approved C&D Processing Facility. The initial  
 1331 Contractor Component of the C&D Processing Rate is \$204.62 per Ton. The initial Governmental  
 1332 Component of the C&D Processing Rate is \$0.38 per Ton.

1333 Governmental fees for C&D Processing for Rate Period One are as follows:

Fee Title	Fee Amount	Fee Basis	Governing Body	Tons Eligible for Fee in RP1
Alameda County LEA Fee	\$.38	(e.g., per Ton)per ton	Alameda County	100% of Delivered Tons
<b>Total</b>	<b>\$.38</b>		N/A	100% of Delivered Tons

1334

1335 **B. Adjustments.** The Per-Ton Rate for C&D Debris for all Rate Periods following Rate Period One shall  
 1336 be adjusted annually commencing with the first adjustment that shall be effective on July 1, 2026.  
 1337 The Per-Ton Rate adjustment shall be performed in accordance with this Section:

- 1338  $P = ((A-C) \times (1+B)) + D$
- 1339 A = The C&D Processing Rate in effect immediately prior to the Adjustment Date.
- 1340 B = The Annual Percentage Change in the CPI-U.
- 1341 C = The Governmental Component in effect immediately following the prior Adjustment
- 1342 Date.
- 1343 D = The Governmental Component in effect immediately following the Adjustment Date.
- 1344 P = The adjusted C&D Processing Rate for the new Rate Period.

1345  
1346

### 8.3.3 Solid Waste Disposal Rates

- 1347 **A. Initial Rates.** The initial Disposal Rate effective on the Commencement Date shall be \$53.47 per Ton
- 1348 of Solid Waste Delivered to the Approved Disposal Facility. The initial Contractor Component of the
- 1349 Disposal Rate is \$33.40 per Ton. The initial Governmental Component of the Disposal Rate is \$20.07
- 1350 per Ton.

1351 Governmental fees for Disposal for Rate Period One are as follows:

Fee Title	Fee Amount	Fee Basis	Governing Body	Tons Eligible for Fee in RP1
AB 939	\$1.40	ton	State of CA	100% of Delivered Tons
Water Board Fee	\$.05	Ton	State of CA	100% of Delivered Tons
LEA Inspection	\$.38	Ton	Alameda County	100% of Delivered Tons
Facility Fee	\$4.34	Ton	Alameda County	100% of Delivered Tons
HHW	\$2.15	Ton	Alameda County	100% of Delivered Tons
Planning and Transport Fee	\$.16	Ton	Alameda County	100% of Delivered Tons
Measure D	\$8.23	Ton	Alameda County	100% of Delivered Tons
Open Space and Recy. (CUP)	\$2.41	Ton	Alameda County	100% of Delivered Tons
Business Tax	\$.95	Ton	City of Livermore	100% of Delivered Tons
	\$___			___% of Delivered Tons
<b>Total</b>	<b>\$20.07</b>		N/A	___% of Delivered Tons

1352

- 1353 **B. Adjustments.** The Per-Ton Rate for Solid Waste Delivered to the Approved Disposal Facility for all
- 1354 Rate Periods following Rate Period One shall be adjusted annually commencing with the first
- 1355 adjustment that shall be effective on July 1, 2026. The Per-Ton Rate adjustment shall be performed
- 1356 in accordance with this Section:

- 1357  $P = ((A-C) \times (1+B)) + D$
- 1358 A = The Disposal Rate in effect immediately prior to the Adjustment Date.
- 1359 B = The Annual Percentage Change in the CPI-U.
- 1360 C = The Governmental Component in effect immediately following the prior Adjustment
- 1361 Date.
- 1362 D = The Governmental Component in effect immediately following the Adjustment Date.

1363 P = The adjusted Disposal Rate for the new Rate Period.

1364 **8.4 EXTRAORDINARY RATE ADJUSTMENTS**

1365 **A. General.** It is understood that the Contractor accepts the risk for changes in cost of providing Post-  
1366 Collection services and/or quantities and composition of City Delivered Materials to the Approved  
1367 Facilities, and therefore the extraordinary adjustments to the Per-Ton Rates shall be limited to a  
1368 Change in Law or a City-directed change in scope. If a Change in Law (pursuant to Section 8.4.E) or  
1369 City-directed change in scope (pursuant to Section 3.5) occurs, the City or the Contractor may  
1370 initiate an extraordinary adjustment to the Per-Ton Rates, in addition to the annual adjustment  
1371 described in Section 8.3, to compensate Contractor for any demonstrable change in direct costs or  
1372 revenue resulting from such Change in Law or a City-directed change in scope.

1373 **B. Extraordinary Rate Adjustment Application.** Contractor shall prepare an application for the  
1374 extraordinary Rate adjustment. Such submittal shall provide all information reasonably requested  
1375 by City Contract Manager specific to the nature of the request being made. Contractor shall pay all  
1376 reasonable costs incurred by City, including the costs of outside accountants, attorneys, and/or  
1377 consultants, in order to make a determination of the reasonableness of the requested Rate  
1378 adjustment. The application shall clearly document the reason for the proposed adjustment, include  
1379 calculation of the proposed Rate adjustments, and provide supporting documentation.

1380 In the event of such an application for extraordinary Rate increase, it is understood that the  
1381 Contractor shall have the burden of demonstrating to the reasonable satisfaction of the City  
1382 Contract Manager that a City directed change in scope or a Change in Law has occurred and that  
1383 it has resulted in a change to Contractor’s direct costs or revenues. The Contractor shall have to  
1384 demonstrate such resulting change in direct costs or revenue by providing calculations and  
1385 supporting documentation to the City Contract Manager for review. For the purpose of analyzing  
1386 cost and revenue impacts resulting from changes in scope or a Change in Law, the Contractor’s  
1387 profit shall be calculated using an operating ratio of ninety percent (90%) of actual reasonable  
1388 and necessary costs.

1389 The City Contract Manager shall have the right to request any other information that they, in their  
1390 reasonable judgment, determine is necessary to establish the reasonableness or accuracy of  
1391 Contractor’s request for an extraordinary Rate increase. Contractor’s failure to provide any such  
1392 documentation that may be required to prove the accuracy of their calculations within thirty (30)  
1393 calendar days, may result in either the denial of or a delay in the approval of the request for an  
1394 extraordinary Rate increase.

1395 The City shall have a ninety (90) Business Day review period following receipt of Contractor’s  
1396 application for the requested Rate adjustment. During this period, the City may request and  
1397 Contractor shall provide supporting documentation that justifies the increase. Should the Parties  
1398 be in dispute over the adjusted Rate at the end of the ninety (90) Business Day period, no  
1399 adjustment shall be made and the dispute shall be subject to Section 10.9 of this Agreement.  
1400 Upon resolution of the dispute and assuming both Parties agree on the adjustment of the Rate,  
1401 Contractor shall be entitled to the adjusted Rate retroactively to the effective date of the  
1402 increased Allowable Costs.

1403 **C. Allowable Costs.** If the extraordinary Rate adjustment review warrants an increase in the applicable  
1404 Rate(s), the adjustment shall cover only Allowable Costs (defined below) and such Allowable Costs

1405 shall be in the proportion of the total volume that Contractor reasonably projects that the City will  
1406 deliver to the Approved Facility for the Term of this Agreement compared with all other users of  
1407 the Approved Facility.

1408 “Allowable Costs” shall include: incremental operating, maintenance, monitoring, reporting, and  
1409 capital costs, including, but not limited to, the costs of making improvements (including, but not  
1410 limited to future Landfill cells) or modifications, at the Approved Facility necessary to perform  
1411 under this Agreement, but only to the extent brought about by a Change in Law, pursuant to  
1412 Section 8.4.E or a City directed change in scope, pursuant to Section 3.5 , that are not otherwise  
1413 fully recovered by Contractor under another Rate adjustment mechanism of this Agreement.  
1414 Contractor shall notify the City in writing sixty (60) calendar days in advance of any request for  
1415 increase in the Per-Ton Rate pursuant to this Section.

1416 **D. Change in Scope.** As part of Contractor’s written proposal under Section 3.5.B of this Agreement,  
1417 the Contractor shall furnish the City with projected operational and cost data for the change in  
1418 scope to support any requested extraordinary rate adjustment. Contractor shall not be entitled to  
1419 an extraordinary rate adjustment under this Section, provided that Contractor receives funding for  
1420 the Contractor’s implementation of its obligations under the requested change in scope from a  
1421 third-party entity, including but not limited to a Stewardship Organization. If such third-party entity  
1422 does not fully cover the cost for Contractor’s implementation of its obligations under the requested  
1423 change in scope, then Contractor may petition for an extraordinary rate adjustment pursuant to  
1424 this Section for any unrecovered costs.

1425 Contractor specifically acknowledges that SB 54 is intended to provide cost relief and/or new  
1426 revenue to local governments and their ratepayers, however the specific nature and mechanics  
1427 of such compensation remains to be defined in final regulations. The City may initiate a change in  
1428 scope pursuant to this Section and Section 3.5 in order to maximize the value of such ratepayer  
1429 relief, once defined in final regulations. The Contractor shall cooperate with the City in  
1430 implementing the compensation mechanics and procedures specified under the final regulations.  
1431 Such cooperation may include, but is not limited to, providing additional data, calculations, or  
1432 records, meeting with the City and/or the applicable Stewardship Organization(s), and supporting  
1433 with administrative activities that the City Contract Manager deems reasonably necessary to  
1434 implement the regulations.

1435 **E. Change in Law.** The provisions of this Section 8.4 shall only include Changes in Law after the  
1436 Effective Date for which Contractor substantiates the cost and/or revenue impact of the Change in  
1437 Law in accordance with the requirements of this Section 8.4.

1438 The Parties acknowledge that, as of the date of this Agreement, the State has passed SB 54, where  
1439 further regulatory requirements may be established. Contractor’s compliance with such  
1440 regulations shall not warrant any increase to the Contractor’s compensation, except as otherwise  
1441 provided for under Sections 1.2.N, 3.7, and 8.4.D. Contractor agrees to minimize the impact of  
1442 the costs related to such rules and regulations prior to the final rules and regulations being  
1443 promulgated, to ensure the greatest flexibility for compliance.

1444 **ARTICLE 9.**  
1445 **INDEMNITY, INSURANCE, AND PERFORMANCE**  
1446 **BOND**

1447 **9.1 INDEMNIFICATION**

1448 **A. General.** Contractor shall indemnify, defend with counsel reasonably acceptable to City, and hold  
1449 harmless (to the full extent permitted by law) City and its officers, elected and appointed officials,  
1450 employees, volunteers, and agents from and against any and all claims, liability, loss, injuries,  
1451 damage, expense, and costs (including without limitation costs and fees of litigation, including  
1452 reasonable attorneys’ and expert witness fees and costs) (collectively, “Damages”) of every nature  
1453 arising out of or in connection with Contractor’s performance under this Agreement, or its failure  
1454 to comply with any of its obligations contained in this Agreement, except to the extent such loss or  
1455 damage was caused by the negligence or willful misconduct of City. The provisions of this Section  
1456 shall survive the expiration or termination of this Agreement and shall not be construed as a waiver  
1457 of City’s legal or equitable rights as defined herein and permitted under Applicable Law.

1458 **B. Excluded Waste Indemnification.** Contractor acknowledges that it is responsible for compliance  
1459 during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store,  
1460 Transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable  
1461 Laws.

1462 Contractor shall indemnify, defend with counsel acceptable to the City, protect and hold harmless  
1463 the City, officers, employees, volunteers, and agents (collectively, “indemnitees”) from and  
1464 against all claims, damages (including, but not limited to, special, consequential, natural  
1465 resources, and punitive damages), injuries, costs, (including, without limitation, any and all  
1466 response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of  
1467 action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses  
1468 (including, without limitation, attorneys’ and expert witness fees and costs incurred in connection  
1469 with defending against any of the foregoing or in enforcing this indemnity), (collectively,  
1470 “Damages”) of any kind whatsoever paid, incurred or suffered by, or asserted against,  
1471 indemnitees arising from or attributable to the acts or omissions of Contractor whether or not  
1472 negligent or otherwise culpable, in connection with or related to the performance of this  
1473 Agreement, including, without limitation, damages arising from or attributable to any operations,  
1474 repair, clean-up or detoxification, or other plan (regardless of whether undertaken due to  
1475 governmental action) concerning any Excluded Waste, handled under this Agreement, except to  
1476 the extent such Damage was caused by the negligence or willful misconduct of City. The foregoing  
1477 indemnity is intended to operate as an agreement pursuant to §107(e) of CERCLA, 42 USC.  
1478 §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and  
1479 indemnify City from liability.

1480 This provision is in addition to all other provisions in this Agreement and shall survive the  
1481 expiration or earlier termination of this Agreement. Nothing in this paragraph shall prevent City  
1482 from seeking indemnification or contribution from Persons or entities other than indemnitees, for  
1483 any liabilities incurred by City or the indemnitees.

1484 In the event that Contractor negligently or willfully mishandles Excluded Waste in the course of  
1485 carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take

1486 all investigatory and/or remedial action reasonably required for the remediation of such  
1487 environmental contamination. Prior to undertaking any investigatory or remedial action,  
1488 however, Contractor shall first obtain City's approval of any proposed investigatory or remedial  
1489 action. Should Contractor fail at any time to promptly take such action, City may undertake such  
1490 action at Contractor's sole cost and expense, and Contractor shall reimburse City for all such  
1491 expenses within thirty (30) calendar days of being billed for those expenses, and any amount not  
1492 paid within that thirty (30) calendar day period shall thereafter be deemed delinquent and subject  
1493 to the delinquent fee payment provision of Section 7.4. These obligations are in addition to any  
1494 defense and indemnity obligations that Contractor may have under this Agreement. The  
1495 provisions of this Section shall survive the termination or expiration of this Agreement.

1496 **C. Regulatory Indemnification.** Contractor's duty to defend and indemnify herein includes all fines  
1497 and/or penalties imposed by any regulatory agency, if the requirements of Applicable Law, including  
1498 but not limited to AB 939 (1989), SB 341 (2011), AB 1826 (2014), SB 1383 (2016), SB 343 (2021), SB  
1499 54 (2022), AB 1201 (2022), and the Advanced Clean Fleet Rule are not met by City with respect to  
1500 the services provided under this Agreement, and such failure is: (i) due to the failure of Contractor  
1501 to meet its obligations under this Agreement; or, (ii) due to Contractor delays in providing  
1502 information that prevents Contractor or City from submitting reports to regulators in a timely  
1503 manner.

1504 Notwithstanding any other provision in this Agreement, Contractor's obligations in this subsection  
1505 C with respect to such Applicable Law shall be subject to the provisions of Section 40059.1 of the  
1506 Public Resources Code, and Contractor shall not be liable for any indemnity obligations or  
1507 penalties under this Agreement in respect of any such requirements except to the extent that  
1508 indemnity obligations by Contractor are enforceable under said Section.

1509 **D. CalPERS Eligibility Indemnification.** Contractor's employees, agents, or Subcontractors providing  
1510 service under this Agreement shall not: (i) qualify for any compensation and benefit under the  
1511 California Public Employees Retirement System ("CalPERS"); (ii) be entitled to any benefits under  
1512 CalPERS; (iii) enroll in CalPERS as an employee of City; (iv) receive any employer contributions paid  
1513 by City for CalPERS benefits; or, (v) be entitled to any other CalPERS-related benefit that would  
1514 accrue to a City employee. Contractor's employees, agents, or Subcontractors hereby waive any  
1515 claims to benefits or compensation described in this Section 9.1. This Section 9.1 applies to  
1516 Contractor notwithstanding any other agency, State or Federal policy, rule, regulation, law, or  
1517 ordinance to the contrary.

1518 If Contractor's employees, agents, or Subcontractors providing services under this Agreement  
1519 claim, or are determined by a court of competent jurisdiction or CalPERS to be eligible for  
1520 enrollment in CalPERS of the City, Contractor shall indemnify, defend, and hold harmless City for  
1521 the payment of any employer and employee contributions for CalPERS benefits on behalf of the  
1522 employee as well as for payment of any penalties and interest on such contributions which would  
1523 otherwise be the responsibility of the City.

1524 Contractor's Compensation under this Agreement shall be the full and complete compensation to  
1525 which Contractor and Contractor's officers, employees, agents, and Subcontractors are entitled  
1526 for performance of any work under this Agreement. Neither Contractor nor Contractor's officers,  
1527 employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health,  
1528 leave, or other fringe benefits applicable to City employees. The City will not make any Federal or

1529 State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers'  
1530 compensation insurance on behalf of Contractor.

1531 Contractor agrees to defend and indemnify the City for any obligation, claim, suit, or demand for  
1532 tax, retirement contribution including any contribution to CalPERS, social security, salary or  
1533 wages, overtime payment, or workers' compensation payment which the City may be required to  
1534 make on behalf of: (i) Contractor; (ii) any employee of Contractor; or, (iii) any employee of  
1535 Contractor construed to be an employee of the City, for work performed under this Agreement.

1536 **E. Hazardous Substance Indemnification.** Contractor shall indemnify, defend with counsel acceptable  
1537 to the City, protect, and hold harmless the City, its officers, employees, volunteers, and agents  
1538 (collectively, "indemnitees") from and against all claims, damages (including, but not limited to,  
1539 special, consequential, natural resources, and punitive damages), injuries, costs, (including, without  
1540 limitation, any and all response, remediation, and removal costs), losses, demands, debts, liens,  
1541 liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges,  
1542 penalties, and expenses (including, without limitation, attorneys' expert witness fees and costs  
1543 incurred in connection with defending against any of the foregoing or in enforcing this indemnity),  
1544 (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against,  
1545 indemnitees arising from or attributable to the acts or omissions of Contractor whether or not  
1546 negligent or otherwise culpable, in connection with or related to the performance of this  
1547 Agreement, including, without limitation, damages arising from or attributable to any operations,  
1548 repair, clean-up or detoxification, or other plan (regardless of whether undertaken due to  
1549 governmental action) concerning any Hazardous Substance or Hazardous Waste, managed under  
1550 this Agreement. This indemnity afforded indemnitees shall only be limited to exclude coverage for  
1551 intentional wrongful acts, negligence or breach of indemnitees or the Collection Contractor, and as  
1552 provided below. Contractor shall be required to indemnify the City for the costs for any claims  
1553 arising from the Disposal of Solid Waste at the Disposal site, including, but not limited to, claims  
1554 arising under CERCLA. The foregoing indemnity is intended to operate as an agreement pursuant to  
1555 §107(e) of CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to defend,  
1556 protect, hold harmless, and indemnify City from liability.

1557 This provision is in addition to all other provisions in this Agreement and shall survive the  
1558 expiration or earlier termination of this Agreement.

1559 **F. Measure D.** Contractor shall indemnify, defend, and hold harmless City, its officers, employees,  
1560 agents, and volunteers, from and against any revenues withheld by the Alameda County Source  
1561 Reduction and Recycling Board in the event the Source Reduction and Recycling goals or any other  
1562 requirement of Section 64 of the Alameda County Charter (commonly known as Measure D) are not  
1563 met by the Contractor with respect to the Recycling and Source Reduction programs under this  
1564 Agreement and such failure is due to the failure of Contractor to meet its obligations under this  
1565 Agreement or due to Contractor delays in providing information that prevents Contractor or City  
1566 from submitting reports required by Measure D in a timely manner.

1567 **G. Unpermitted Waste Defense and Indemnification.** Except to the extent Liabilities are caused by the  
1568 negligence or willful misconduct of City or Collection Contractor, Contractor shall defend,  
1569 indemnify, and hold harmless at its sole cost and expense with counsel reasonably acceptable to  
1570 the City, the City (including the Persons described in the definition of "City" in Exhibit A) and the  
1571 Transfer company in any Actions that assert or allege Liabilities paid, incurred, or suffered by,

1572 imposed upon or asserted against, the Authority that result or are claimed to have resulted directly  
1573 or indirectly from the presence, Disposal, escape, migration, leakage, spillage, discharge, release, or  
1574 emission of Unpermitted Waste or petroleum to, in, on, at, or under the Landfill, whether:

- 1575 (1) in one (1) or more instance,
- 1576 (2) threatened or transpired,
- 1577 (3) Contractor is negligent or otherwise culpable, or
- 1578 (4) those Liabilities are litigated, settled, or reduced to judgment.

1579 For purposes of this Indemnity, "**Liabilities**" includes Liabilities arising from or attributable to any  
1580 operations, repair, clean-up or detoxification, or preparation and implementation of any removal,  
1581 remedial, response, Closure, Post-Closure, or other plan, regardless of whether undertaken due  
1582 to government directive or action, such as remediation of surface or ground water contamination  
1583 and replacement or restoration of natural resources.

1584 City reserves the right to retain at its own cost and expense co-counsel and Contractor shall direct  
1585 Contractor's counsel to assist and cooperate with such co-counsel with respect to City's defense.

1586 The foregoing indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section  
1587 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless,  
1588 and indemnify the Authority from liability in accordance with this Section.

## 1589 **9.2 INSURANCE**

1590 **A. General Requirements.** Contractor shall, at its sole cost and expense, maintain in effect at all times  
1591 during the Term of this Agreement not less than the following coverage and limits of insurance  
1592 described in this Section 9.2.

1593 **B. Coverages and Requirements.** During the Term of this Agreement, Contractor shall at all times  
1594 maintain, at its expense, the following coverages and requirements. The comprehensive general  
1595 liability insurance shall include broad form property damage insurance.

1596 1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

1597 **Comprehensive General Liability** – \$10,000,000 combined single limit per occurrence for  
1598 bodily injury, personal injury, and property damage.

1599 **Automobile Liability** – \$10,000,000 combined single limit per accident for bodily injury and  
1600 property damage (include coverage for hired and non-owned vehicles).**Workers'**  
1601 **Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury  
1602 or disease.

1603 **Pollution Legal Liability** – \$5,000,000 for bodily injury, property damage, and remediation of  
1604 contaminated site.

1605 2. Additional Insured. City, its officers, agents, employees, and volunteers shall be named as  
1606 additional insured on all but the workers' compensation endorsements.

- 1607 3. Said policies shall remain in force through the life of this Agreement and, with the exception  
1608 of Pollution Legal liability coverage, shall be payable on a “per occurrence” basis unless City’s  
1609 Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made”  
1610 coverage, in the event that the Contractor changes insurance carriers, Contractor shall  
1611 purchase “tail” coverage or otherwise provide for continuous coverage covering the Term of  
1612 this Agreement and not less than three (3) years thereafter. Proof of such “tail” or other  
1613 continuous coverage shall be required at any time that the Contractor changes to a new  
1614 carrier prior to receipt of any payments due.
- 1615 4. The deductibles or self-insured retentions are for the account of Contractor and shall be the  
1616 sole responsibility of the Contractor.
- 1617 5. Each insurance policy shall provide or be endorsed to state that coverage shall not be canceled  
1618 by either Party, except after thirty (30) calendar days prior written notice has been given to  
1619 City Contract Manager.
- 1620 6. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VII,  
1621 unless otherwise approved by City Risk Manager.
- 1622 7. The policies shall cover all activities of Contractor, its officers, employees, agents, and  
1623 volunteers arising out of or in connection with this Agreement.
- 1624 8. For any claims relating to this Agreement, the Contractor’s insurance coverage shall be  
1625 primary and non-contributory, including as respects City, its officers, agents, employees, and  
1626 volunteers. Any insurance maintained by City shall apply in excess of, and not contribute with,  
1627 insurance provided by Contractor’s liability insurance policy.
- 1628 9. The Contractor shall waive all rights of subrogation against City, its officers, employees,  
1629 agents, and volunteers.
- 1630 **C. Endorsements** Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish City  
1631 Manager or City Manager’s designee with certificates or original endorsements reflecting coverage  
1632 required by this Agreement. The certificates or endorsements are to be signed by a Person  
1633 authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be  
1634 received by City Risk Manager before work commences.
- 1635 **D. Renewals.** During the Term of this Agreement, Contractor shall furnish City Risk Manager with  
1636 certificates or original endorsements reflecting renewals, changes in insurance companies, and any  
1637 other documents reflecting the maintenance of the required coverage throughout the entire Term  
1638 of this Agreement. The certificates or endorsements are to be signed by a Person authorized by that  
1639 insurer to bind coverage on its behalf.
- 1640 **E. Workers' Compensation.** Contractor shall provide workers’ compensation coverage as required by  
1641 State law and shall comply with Section 3700 of the State Labor Code.
- 1642 **F. Contractor Compliance.** Contractor shall comply with all requirements of policies and the insurers.  
1643 Carrying insurance shall not relieve Contractor from any obligations under this Agreement. Nothing  
1644 in this Agreement may be construed as limiting in any way the extent to which the Contractor may  
1645 be held responsible for payments of damages to Persons or property resulting from Contractor's or  
1646 any Subcontractors’ performance of services.

1647 **9.3 PERFORMANCE BOND**

1648 Within seven (7) calendar days of the City's notification to Contractor that the City has executed this  
1649 Agreement, Contractor shall file with the City a bond, payable to the City and in a format approved by the  
1650 City, securing the Contractor's performance of its obligations under this Agreement and such bond shall  
1651 be renewed annually if necessary so that the performance bond is maintained at all times during the Term.  
1652 The principal sum of the bond shall be eight-hundred eighty thousand one-hundred ninety-three dollars  
1653 and twelve cents (\$880,193.12). The bond shall be adjusted every three (3) years, commencing with Rate  
1654 Period Three, to equal three (3) months of the prior Rate Period's annual Gross Receipts. The bond shall  
1655 be executed as surety by a corporation authorized to issue surety bonds in the State of California that has  
1656 a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of  
1657 service and financial condition satisfactory to the City.

1658 In lieu of a performance bond, City and Contractor may agree that Contractor shall provide for the  
1659 issuance of an irrevocable stand by letter of credit (the "Letter of Credit") by a bank approved by City in  
1660 its sole discretion (the "Bank") for the benefit of City for at least the duration of the Contract Year for  
1661 which the letter of credit is deposited. Such Letter of Credit shall be in the amount of two million dollars  
1662 (\$2,000,000) (the "Stated Amount"). Nothing in this Section 9.3 shall in any way obligate Authority to  
1663 accept a letter of credit in lieu of the performance bond.

1664 The expiration date of the Letter of Credit must be sooner than the Term of this Agreement provided in  
1665 Section 2.1 (the "Stated Expiration Date"), unless it provides that it will not be terminated, modified, or  
1666 not renewed except after prior written notice by certified mail, return receipt requested, to City sixty (60)  
1667 calendar days in advance of termination or failure to renew. The Letter of Credit may expire on the date  
1668 on which the Bank receives a certificate from City saying that the Term has expired, or this Agreement has  
1669 been terminated and Contractor owes City no money under this Agreement, or that Contractor has  
1670 substituted an alternative letter of credit or other security document acceptable to City in City's sole  
1671 discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment  
1672 and drawing certificate attached thereto, is subject to approval of City in its sole discretion, following the  
1673 notice procedures defined in Section 12.9 below. The Letter of Credit must be transferable to any  
1674 successor or assignee of City.

1675 The City shall have the right to draw against the faithful performance bond or the letter of credit in the  
1676 event of an uncured default pursuant to Section 10.2. Within five (5) calendar days of receipt of notice  
1677 from the City of such default, Contractor shall renew or replace such sums of money as needed to bring  
1678 the faithful performance bond or letter of credit current.

1679 **9.4 CORPORATE GUARANTY**

1680 Concurrently with execution of this Agreement, Contractor shall furnish a Guaranty of its performance  
1681 under this Agreement, in the form attached hereto as Exhibit E and incorporated herein by reference,  
1682 properly executed by USA Waste of California, Inc.

1683 **ARTICLE 10.**  
1684 **DEFAULT AND REMEDIES**

1685 **10.1 EVENTS OF DEFAULT**

1686 All provisions of the Agreement are considered material. Each of the following shall constitute an event  
1687 of default, except where such performance failure is excused by a Force Majeure Event in accordance with  
1688 Section 10.7.

1689 **A. Fraud or Deceit.** Contractor, its Affiliates, any Subcontractor, or any other Person employed by or  
1690 with an ownership interest in Contractor, its Affiliates, or any Subcontractor practices, or attempts  
1691 to practice, any fraud or deceit upon the City.

1692 **B. Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or  
1693 upon entry of an order for relief in favor of Contractor in a bankruptcy proceeding.

1694 **C. Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and effect the  
1695 Workers' Compensation, liability, or any other insurance coverage as required by this Agreement.

1696 **D. Violations of Regulation.** Contractor receives any notices, citations, orders, or filings of any  
1697 regulatory body having authority over Contractor relative to this Agreement, provided that  
1698 Contractor may contest any such orders or filings by appropriate proceedings conducted in good  
1699 faith, in which case no breach or default of this Agreement shall be deemed to have occurred.

1700 **E. Violations of Applicable Law.** Contractor has been found by a court of proper jurisdiction to be in  
1701 violation of Applicable Law (other than criminal law) directly or indirectly related to the  
1702 performance of this Agreement, provided that Contractor may contest any such allegation or finding  
1703 by appropriate proceedings conducted in good faith, in which case no breach or default of this  
1704 Agreement shall be deemed to have occurred.

1705 **F. Failure to Perform Direct Services.**

1706 **1. General.** Contractor fails to Accept City Delivered Materials at the Approved Facility(ies) or  
1707 ceases to provide Post-Collection Services as required under this Agreement for a period of  
1708 two (2) consecutive calendar days or more, for any reason within the control of Contractor.

1709 **2. Suspension or Termination of Service.** There is any termination or suspension of the  
1710 transaction of business by Contractor related to this Agreement lasting more than two (2)  
1711 calendar days.

1712 **3. Labor Unrest.** Pursuant to Section 10.7, Contractor fails to perform services as required under  
1713 this Agreement for any period of time due to labor unrest, including but not limited to strike,  
1714 work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by  
1715 the Contractor's employees or directed at the Contractor or an Affiliate; or any labor action  
1716 initiated by Contractor, including but not limited to a lock-out.

1717 **4. Facility Disruption.** The Contractor is unable to use any of the Approved or Alternate Facilities  
1718 under this Agreement for more than thirty (30) Days in a consecutive twelve (12) month  
1719 period.

1720 **G. Failure to Use Approved Facilities.** Contractor fails to deliver City Delivered Materials to the  
1721 appropriate Approved or Alternative Processing or Disposal Facility for each material type.

1722 **H. Failure to Pay or Report.** Contractor fails to make any payments to City required under this  
1723 Agreement including payment of City Reimbursements or Liquidated Damages, or Contractor fails  
1724 to pay Approved Facility operators as provided under this Agreement, and/or refuses to provide  
1725 City with required information, reports, and/or records in a timely manner as provided for in the  
1726 Agreement.

1727 **I. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions,  
1728 or requirements of this Agreement, or Applicable Law and which is not corrected or remedied within  
1729 the time set in the written notice of the violation or, if Contractor cannot reasonably correct or  
1730 remedy the breach or violation within the time set forth in such notice, if Contractor should fail to  
1731 commence to correct or remedy such violation within the time set forth in such notice and diligently  
1732 effect such correction or remedy thereafter.

1733 **J. False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City by  
1734 Contractor in connection with or as an inducement to entering into this Agreement, or any future  
1735 amendment to this Agreement, which proves to be false or misleading in any material respect as of  
1736 the time such representation or disclosure is made, whether or not any such representation or  
1737 disclosure appears as part of this Agreement; and, any Contractor-provided report containing a  
1738 misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly  
1739 defined by the Agreement, excepting non-numerical typographical and grammatical errors.

1740 **K. Seizure or Attachment.** There is a seizure of, attachment of, or levy on some or all of Contractor's  
1741 operating equipment, including without limitation its equipment, maintenance, or office facilities,  
1742 or Approved Facility(ies), owned/operated by Contractor, by Affiliates, and/or by Subcontractors,  
1743 or any part thereof.

1744 **L. Criminal Activity.** Contractor, its officers or managers are found guilty of Criminal Activity related  
1745 directly or indirectly to performance of this Agreement or any other agreement held with the City;  
1746 or employees found guilty of Criminal Activity related directly or indirectly to performance of this  
1747 Agreement or any other agreement held with the City and are who not terminated or reassigned as  
1748 a result of such activity.

1749 **M. Assignment without Approval.** Contractor transfers or assigns this Agreement without the express  
1750 written approval of the City unless the assignment is permitted without City approval pursuant to  
1751 Section 12.6.

1752 **N. Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under  
1753 this Agreement.

1754 City shall provide Contractor written notice of default within seven (7) calendar days of the City's first  
1755 knowledge of the Contractor's default.

## 1756 **10.2 RIGHT TO TERMINATE UPON UNCURED DEFAULT**

1757 Contractor shall be given five (5) Business Days from written notification by City to cure any default which,  
1758 in the City Manager's sole, but reasonable, opinion, creates a potential public health or safety threat;

1759 provided, however, if Contractor cannot reasonably correct or remedy the default within the time set  
1760 forth in a notice of violation, it shall be given additional time to cure, as reasonably determined by the  
1761 City Contract Manager, provided Contractor commences to correct or remedy such violation within the  
1762 time set forth in such notice and diligently effects such correction or remedy thereafter.

1763 Contractor shall be given five (5) Business Days from written notification by City to cure any default arising  
1764 under subsections A, B, C, L, and M in Section 10.1; provided, however, if Contractor cannot reasonably  
1765 correct or remedy the default within the time set forth in a notice of violation, it shall be given additional  
1766 time to cure, as reasonably determined by the City Contract Manager, provided Contractor commences  
1767 to correct or remedy such violation within the time set forth in such notice and diligently effects such  
1768 correction or remedy thereafter. Contractor shall be given five (5) Business Days from written notification  
1769 by City to cure any default arising under subsections F.1 and F.2 in Section 10.1.

1770 Contractor shall be given thirty (30) calendar days from written notification by City to cure any other  
1771 default (which is not required to be cured within five (5) Business Days); provided, however, if Contractor  
1772 cannot reasonably correct or remedy the default within the time set forth in a notice of violation, it shall  
1773 be given additional time, as reasonably determined by the City Contract Manager, to cure provided  
1774 Contractor commences to correct or remedy such violation within the time set forth in such notice and  
1775 diligently effects such correction or remedy thereafter

### 1776 **10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT**

1777 Upon Contractor's default, City has the following remedies:

1778 **A. Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to  
1779 cure a default event if City determines that such waiver would be in the best interest of the City.  
1780 City's waiver of an event of default is not a waiver of future events of default that may have the  
1781 same or similar conditions.

1782 **B. Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its  
1783 obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such  
1784 time the Contractor can provide assurance of performance in accordance with Section 10.8.

1785 **C. Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific  
1786 performance standards pursuant to Section 10.6 and Exhibit F.

1787 **D. Termination.** In the event that Contractor should default, and the default is not cured pursuant to  
1788 Section 10.2, then the City may, at its option, terminate this Agreement. In the event City decides  
1789 to terminate this Agreement, the City shall serve upon Contractor twenty (20) calendar days written  
1790 notice of its intention to terminate. In the event City exercises its right to terminate this Agreement,  
1791 the City may, at its option, upon such termination, either directly undertake performance of the  
1792 services or arrange with other Persons to perform the services with or without a written agreement.  
1793 This right of termination is in addition to any other rights of City upon a failure of Contractor to  
1794 perform its obligations under this Agreement.

1795 Contractor shall not be entitled to any further revenues from Processing or Disposal operations  
1796 authorized hereunder from and after the date of termination.

1797 E. **Other Available Remedies.** City's election of one (1) or more remedies described herein shall not  
1798 limit the City from any and all other remedies at law and in equity including injunctive relief, etc.

1799 **10.4 POSSESSION OF RECORDS UPON TERMINATION**

1800 In the event of termination for an event of default, the Contractor shall, subject to Applicable Law,  
1801 including laws governing data security and privacy, furnish City Manager with immediate access to all of  
1802 its records related to the Post Collection Services provided under this Agreement.

1803 **10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

1804 City's rights to terminate the Agreement under Section 10.2 and to take possession of the Contractor's  
1805 records under Section 10.4 are not exclusive, and City's termination of the Agreement and/or the  
1806 imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall  
1807 be in addition to any and all other legal and equitable rights and remedies which City may have.

1808 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the  
1809 lead time required to effect alternative service; and, the rights granted by City to the Contractor, the  
1810 remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive  
1811 relief (including but not limited to specific performance).

1812 **10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

1813 A. **General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if  
1814 not impossible, to reasonably ascertain the extent of damages incurred by City as a result of a  
1815 breach by Contractor of its obligations under this Agreement. The factors relating to the  
1816 impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial  
1817 damage results to members of the public who are denied services or denied quality or reliable  
1818 service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits  
1819 of the Agreement to individual members of the general public for whose benefit this Agreement  
1820 exists, in subjective ways and in varying degrees of intensity which are incapable of measurement  
1821 in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs  
1822 than alternative services and the monetary loss resulting from denial of services or denial of quality  
1823 or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of  
1824 this Agreement for such breaches and other remedies are, at best, a means of future correction and  
1825 not remedies that make the public whole for past breaches.

1826 B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties  
1827 further acknowledge that consistent, reliable Processing and Disposal services are of utmost  
1828 importance to City and that City has considered and relied on Contractor's representations as to its  
1829 quality-of-service commitment in awarding the Agreement to it. The Parties recognize that some  
1830 quantified standards of performance are necessary and appropriate to ensure consistent and  
1831 reliable service and performance. The Parties further recognize that if Contractor fails to achieve  
1832 the performance standards or fails to submit required documents in a timely manner, City and its  
1833 residents and businesses will suffer damages, and that it is, and will be, impractical and extremely  
1834 difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore,  
1835 without prejudice to City's right to treat such non-performance as an event of default under this  
1836 Section, the Parties agree that the Liquidated Damages amounts established in Exhibit F of this  
1837 Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the

1838 amount of such damages considering all of the circumstances existing on the Effective Date of this  
1839 Agreement, including the relationship of the sums to the range of harm to City that reasonably could  
1840 be anticipated and the anticipation that proof of actual damages would be costly or impractical.

1841 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in  
1842 Exhibit F, Performance Standards and Liquidated Damages.

1843 Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so.  
1844 Such notice must be within one-hundred and twenty (120) days from when the City reasonably  
1845 became aware of the underlying event. The notice will include a brief description of the incident(s)  
1846 and non-performance. Each party may review (and make copies at its own expense) all  
1847 information in the possession of the other party relating to incident(s) and/or non-performance.  
1848 Either party may, within thirty (30) Business Days after City issuing the notice, request a meeting  
1849 with the other party. Each party may present evidence of non-performance in writing and through  
1850 testimony of its employees and others relevant to the incident(s) and alleged non-performance.  
1851 City Manager shall provide Contractor with a written explanation of their determination on each  
1852 incident(s) and non-performance prior to authorizing the assessment of and non-performance  
1853 prior to authorizing the assessment of Liquidated Damages under this Section 10.6. Within ten  
1854 (10) Business Days of receipt of such notice of intention to assess Liquidated Damages, or within  
1855 forty (40) Business Days if the intended assessment results in a material impact, as defined in  
1856 Section 5.5, no Liquidated Damages may be imposed on Contractor until Contractor has been  
1857 given a reasonable opportunity to respond to allegations and to meet and confer with the City  
1858 Manager. The City Manager's decision shall be final subject to Contractor's ability to pursue  
1859 judicial relief in accordance with Section 10.9.

1860 **C. Amount.** City may assess Liquidated Damages for each Working Day or event, as appropriate, that  
1861 Contractor is determined to be liable in accordance with this Agreement in the amounts specified  
1862 in Exhibit F. Liquidated Damages shall be subject to annual adjustment on each July 1 equal to the  
1863 Annual Percentage Change in the CPI-U as defined in Section 8.3.

1864 **D. Timing of Payment.** Contractor shall pay any Liquidated Damages recoverable under this  
1865 Agreement and assessed by City within ten (10) Business Days of the date the Liquidated Damages  
1866 are assessed. If they are not paid within the ten (10) Business Day period, City may proceed against  
1867 the performance bond required by the Agreement, order the termination of the rights or granted  
1868 by this Agreement, or all of the above.

## 1869 **10.7 EXCUSE FROM PERFORMANCE**

1870 **A. General.** Notwithstanding any other provision in this Agreement, each Party shall be excused from  
1871 performing its respective obligations hereunder and from any obligation to pay Liquidated Damages  
1872 if it is prevented from so performing by reason of floods, earthquakes, other acts of nature, war,  
1873 civil insurrection, riots, acts of any local, State, or Federal government (including judicial action),  
1874 and other similar catastrophic events which are beyond the control of and not the fault of the Party  
1875 claiming excuse from performance hereunder (each a "Force Majeure Event").

1876 **B. Third Party Labor Unrest.** In the case of labor unrest or job action directed at a third party over  
1877 whom Contractor has no control, the inability of Contractor to provide services in accordance with  
1878 this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable

1879 assurance of the safety of Contractor's employees while providing such services; or, (ii) make  
1880 reasonable accommodations with respect to point of delivery, time of Acceptance, or other  
1881 operating circumstances to minimize any confrontation with pickets or the number of Persons  
1882 necessary to perform Transfer, Transport, Processing, or Disposal services, to that limited extent,  
1883 excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in  
1884 performing Transfer, Transport, Processing, and/or Disposal services at different times and in  
1885 different locations (as provided for in Section 4.1). If the Collection Contractor is unable to use any  
1886 of the Approved or Alternate Facilities under this Agreement for more than thirty (30) Days in a  
1887 consecutive twelve (12) month period for any reason, including, but not limited to third-party labor  
1888 unrest, such circumstance shall be considered an event of default in accordance with Section 10.1.F.

1889 **C. Contractor Labor Unrest.** In the event of labor unrest, including but not limited to strike, work  
1890 stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the  
1891 Contractor's employees or directed at the Contractor, or Affiliate, the Contractor shall be excused  
1892 from performance, and such event shall not be considered a Force Majeure event under this  
1893 Section, for the first seven (7) days of such labor unrest. Such labor unrest beyond seven (7) days  
1894 shall not be excused from performance and such event shall not be considered a Force Majeure  
1895 event under this Section. Contractor may direct City Delivered Materials to an Alternate Facility, if  
1896 available, as provided in Section 4.1. In such case, Contractor shall continue to provide reasonably  
1897 consistent, reliable, and uninterrupted levels of performance during the pendency thereof. Any  
1898 labor action initiated by Contractor, including but not limited to a lock-out, to the extent lasting  
1899 beyond seven (7) days, shall not be grounds for any excuse from performance and Contractor shall  
1900 perform all obligations under this Agreement during the pendency of such Contractor-initiated  
1901 labor action. In the event that any labor unrest related to Contractor's operations or facility(ies)  
1902 causes those facilities to be partially or completely inaccessible by the Collection Contractor and  
1903 thereby creates increased costs for the City and/or Collection Contractor related to delivery to  
1904 Alternate Facilities, Contractor shall be liable for any and all such costs. In the event of such  
1905 increased costs, City shall make a determination of the allowable costs under the Collection  
1906 Contractor's agreement with the City as well as any direct or indirect costs incurred by the City  
1907 during the pendency of such disruption. Contractor shall pay to City or, at City's direction, Collection  
1908 Contractor the amount of such increased costs as determined by the City within thirty (30) calendar  
1909 days of receiving the City's determination.

1910 **D. Notice.** The Party claiming excuse from performance shall, within two (2) calendar days after such  
1911 Party has notice of such cause, or such additional time as is approved by the City Contract Manager,  
1912 give the other Party notice of the facts constituting such cause and asserting its claim to excuse  
1913 under this Section. If either Party validly exercises its rights under this Section, the Parties hereby  
1914 waive any claim against each other for any damages sustained thereby.

1915 **E. Default and Termination.** The partial or complete interruption or discontinuance of Contractor's  
1916 services caused by one (1) or more Force Majeure Events shall not constitute a default by Contractor  
1917 under this Agreement, except as otherwise specified in Section 10.1.F.4. Notwithstanding the  
1918 foregoing, however, if Contractor is excused from performing its obligations hereunder for any of  
1919 the causes listed in this Section for a period of thirty (30) calendar days or more, City shall  
1920 nevertheless have the right, in its sole discretion, to terminate this Agreement for convenience by  
1921 giving ten (10) Business Days' notice to Contractor provided Contractor does not fully resume  
1922 performance of its obligations hereunder within such ten (10) Business Days, in which case the  
1923 provisions of Section 10.4 shall apply.

1924 **10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

1925 The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those  
1926 members of the public residing or doing business within City who will be adversely affected by interrupted  
1927 waste management service, that there be no material interruption in services provided under this  
1928 Agreement.

1929 If Contractor: (i) is the subject of any labor unrest lasting beyond seven (7) days, including work stoppage  
1930 or slowdown, sick-out, picketing, or other concerted job action; (ii) appears in the reasonable judgment  
1931 of City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal  
1932 judgment or order entered by a Federal, State, regional, or local agency for violation of an Applicable Law,  
1933 and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been  
1934 placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may  
1935 have, demand from Contractor reasonable assurances of timely and proper performance of this  
1936 Agreement, in such form and substance as City believes in good faith is reasonably necessary in the  
1937 circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses  
1938 to provide satisfactory assurances of timely and proper performance in the form and by the date required  
1939 by City, such failure or refusal shall be an event of default for purposes of Section 10.1.

1940 **10.9 DISPUTE RESOLUTION**

1941 In the event of dispute between the City Manager and the Contractor regarding the interpretation of or  
1942 the performance of services under this Agreement which results in a material impact to the Contractor's  
1943 revenue and/or cost of operations, as defined in Section 5.5, the provisions of Section 10.9 shall apply.

1944 **A. Meet and Confer.** City and Contractor agree that they shall promptly meet and confer to attempt  
1945 to resolve the matter between themselves.

1946 **B. Mediation.** In the event that disputes that arise under this Agreement cannot be resolved  
1947 satisfactorily between the Parties in accordance with Section 10.9.A, the City and Contractor agree  
1948 that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed  
1949 upon independent third party.

1950 **C. Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for  
1951 filing claims against the City under Applicable Law shall be tolled during the period of time for which  
1952 meet and confer or mediation procedures are pending, in accordance with Sections 10.9.A and  
1953 10.9.B.

1954 **D. Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s)  
1955 pursuant to Sections 10.9.A and 10.9.B have failed and any necessary claim(s) have been denied.

1956 **11.1 CONTRACTOR'S CORPORATE STATUS**

1957 Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the  
1958 State. It is qualified to transact business in the State and has the power to own its properties and to carry  
1959 on its business as now owned and operated and as required by this Agreement.

1960 **10.10 COOPERATION AND DISPUTES BETWEEN CONTRACTORS**

1961 Contractor shall fully comply with its obligations to provide services under this Agreement including  
1962 Acceptance of City Delivered Materials by the Collection Contractor in a manner that meets the  
1963 requirements of this Agreement and Applicable Law. Contractor shall also fully comply with its obligations  
1964 to deliver City Delivered Materials to Approved Processing and Approved Disposal Facilities. In the event  
1965 of disputes between the Collection Contractor and the Contractor or between Contractor and the  
1966 Approved Facility(ies), either party may provide written notice of the dispute to the City and any other  
1967 party involved in the dispute. If Contractor initiates a written notice of dispute, such notice shall include  
1968 a summary of the dispute, the section(s) of the Agreement or agreements the asserted dispute arises  
1969 from, an estimate of the financial implications to Contractor asserted, and a proposed resolution.  
1970 Contractor agrees to timely meet and confer directly with the Collection Contractor or Approved  
1971 Facility(ies) in good faith to resolve the dispute for thirty (30) calendar days following the initial notice to  
1972 the City and the other involved party. A longer period may be established if mutually agreed upon  
1973 between the parties. If at the end of the thirty (30) day period, Contractor and the Collection Contractor  
1974 or Contractor and Approved Facility(ies) have met and conferred in good faith but have not resolved the  
1975 dispute, either party to the dispute may notify the City and the City shall facilitate the dispute resolution  
1976 procedure in accordance with Section 10.9 as well as any applicable provisions of the involved party's  
1977 contract with the City. In the event of a dispute, Contractor shall continue performance of Contractor's  
1978 obligations under this Agreement and shall attempt to continue to resolve that dispute in a cooperative  
1979 manner, including but not limited to negotiating in good faith.

1980 **10.11 ACTS NECESSARY TO PERFORM SERVICE**

1981 The City's failure to specifically require an act necessary to perform any of the services required under  
1982 this Agreement and comply with Applicable Law does not relieve Contractor of its obligation to perform  
1983 such act, or the service(s) dependent on such act, or to comply with Applicable Law at all times throughout  
1984 the Term of this Agreement. Further, any suggestions or recommendations, whether verbal or in writing,  
1985 made by the City to Contractor shall not be relied upon by Contractor to the extent such suggestions or  
1986 recommendations may compromise or inhibit Contractor's performance under this Agreement or ability  
1987 to comply with Applicable Law. Contractor assumes all liability and responsibility for actions and inactions  
1988 to perform services under this Agreement in accordance with Applicable Law and expressly waives any  
1989 claims against the City or use of City's actions or inactions as a legal defense for Contractor's failure to  
1990 perform or comply with Applicable Law in the performance of this Agreement.

1991 In the event of any ambiguity as to the interpretation of the Agreement or the requirements of Contractor  
1992 under this Agreement, Contractor shall be responsible for seeking clarity and approval from the City prior  
1993 to engaging in actions to resolve ambiguities not otherwise explicitly stated in the Agreement. To the  
1994 extent that the Contractor engages or fails to engage in performing an act in violation of this Agreement  
1995 or Applicable Law and fails to obtain explicit written permission from the City in advance, the Contractor  
1996 shall be solely liable and the City shall not be responsible for any payment, compensation adjustments, or  
1997 administrative support arising from Contractor's actions or inactions. To the extent the Contractor's non-  
1998 compliance results in increased costs to the City, City shall notify the Contractor, identifying the dollar  
1999 value of such cost impacts, and Contractor shall, within thirty (30) calendar days of written notice from  
2000 the City, remit such costs to the City in the form of a direct payment sent or delivered to the City or paid  
2001 to the City via an electronic payment method. The City retains the right to pursue any remedies specified  
2002 in this Article in the event of non-compliance, at the City Contract Manager's sole discretion.

2003  
2004  
2005

**ARTICLE 11.  
REPRESENTATIONS AND WARRANTIES OF  
THE PARTIES**

2006 The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this  
2007 Article.

2008 **11.2 CONTRACTOR'S CORPORATE AUTHORIZATION**

2009 Contractor has the authority to enter this Agreement and perform its obligations under this Agreement.  
2010 The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by  
2011 law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement.  
2012 The Person signing this Agreement on behalf of Contractor represents and warrants that they have  
2013 authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

2014 **11.3 AGREEMENT WILL NOT CAUSE BREACH**

2015 To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery  
2016 of this Agreement or the performance by such Party of its respective obligations hereunder does not  
2017 conflict with, violate, or result in a breach: (i) of any Applicable Law; or (ii) any term or condition of any  
2018 judgment, order, or decree of any court, administrative agency, or other governmental authority, or any  
2019 agreement or instrument to which Contractor or City is a party or by which Contractor or any of its  
2020 properties or assets are bound, or constitutes a default hereunder.

2021 **11.4 NO LITIGATION**

2022 To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit,  
2023 proceeding, or investigation, at law or in equity, before or by any court or governmental authority,  
2024 commission, board, agency, or instrumentality decided, pending, or threatened against either Party  
2025 wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

- 2026 **A.** Materially adversely affect the performance by such Party of its obligations hereunder;
- 2027 **B.** Adversely affect the validity or enforceability of this Agreement; or,
- 2028 **C.** Have a material adverse effect on the financial condition of Contractor, or any surety or entity  
2029 guaranteeing Contractor's performance under this Agreement.

2030 **11.5 NO ADVERSE JUDICIAL DECISIONS**

2031 To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial  
2032 decision that would prohibit this Agreement or subject this Agreement to legal challenge.

2033 **11.6 NO LEGAL PROHIBITION**

2034 To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect  
2035 on the date that Party signed this Agreement that would prohibit the performance of that Party's  
2036 obligations under this Agreement and the transactions contemplated hereby.

2037 **11.7 CONTRACTOR’S ABILITY TO PERFORM**

2038 Contractor possesses the business, professional, and technical expertise to perform all services,  
2039 obligations, and duties as described in and required by this Agreement including all Exhibits thereto.  
2040 Contractor possesses the ability to secure equipment, facility, and employee resources required to  
2041 perform its obligations under this Agreement and in accordance with Applicable Law.

2042 **ARTICLE 12.**  
2043 **OTHER AGREEMENTS OF THE PARTIES**

2044 **12.1 RELATIONSHIP OF PARTIES**

2045 The Parties intend that Contractor shall perform the services required by this Agreement as an  
2046 independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner  
2047 or agent of, or joint venturer with, City. No employee or agent of Contractor shall be, or shall be deemed  
2048 to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and  
2049 means of performing services under this Agreement, except as expressly provided herein. Contractor shall  
2050 be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents.  
2051 Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to  
2052 retirement benefits, workers' compensation benefits, or any other benefits which accrue to City  
2053 employees by virtue of their employment with City.

2054 **12.2 COMPLIANCE WITH LAW**

2055 Contractor shall at all times, at its sole cost (except as provided in Section 8.4), comply with all Applicable  
2056 Laws now in force and as they may be enacted, issued or amended during the Term.

2057 **12.3 GOVERNING LAW**

2058 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the  
2059 State.

2060 **12.4 JURISDICTION**

2061 Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the  
2062 courts of Alameda County in the State of California, which shall have exclusive jurisdiction over such  
2063 lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed  
2064 in Alameda County.

2065 **12.5 BINDING ON SUCCESSORS**

2066 The provisions of this Agreement shall inure to the benefit to and be binding on the successors and  
2067 permitted assigns of the Parties.

2068 **12.6 ASSIGNMENT**

2069 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement  
2070 to any other Person without the prior written consent of the other Party. Any such assignment made

2071 without the consent of the other Party shall be void and the attempted assignment shall constitute a  
2072 material breach of this Agreement.

2073 For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange, or other  
2074 transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service  
2075 under this Agreement to a third party; (ii) a sale, exchange, or other transfer of ten percent (10%) or more  
2076 of the local, regional, and/or corporate stock or ownership of Contractor to a Person (other than a transfer  
2077 of shares in Contractor by the owner of such shares to members of the owner's family or a trust for the  
2078 benefit of the owner's family, to Contractor or to another owner of shares in Contractor) except that no  
2079 cumulative sale, exchange, or transfer of shares may exceed twenty percent (20%) during the Term of the  
2080 Agreement (other than a transfer of shares in Contractor by the owner of such shares to members of the  
2081 owner's family or a trust for the benefit of the owner's family, to Contractor or to another owner of shares  
2082 in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-  
2083 issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which  
2084 Contractor or any of its shareholders is a party that results in a change of ownership or control of ten  
2085 percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of  
2086 Contractor (excluding as the result of changes in ownership or control between an owner of shares in  
2087 Contractor and Contractor, members of the owner's family, or a trust for the benefit of the owner's  
2088 family); (iv) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance,  
2089 voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which  
2090 Contractor or any of its shareholders is a party that results in a change of ownership or control of ten  
2091 percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of  
2092 Contractor that results from changes in ownership or control between an owner of shares in Contractor  
2093 and another owner of shares in Contractor unless Contractor engages a professional manager to oversee  
2094 this Agreement; (v) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, Transfer  
2095 station) used by Contractor to fulfill its obligations under this Agreement; and, (vi) any combination of the  
2096 foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such  
2097 transfer or change of local, regional, and/or corporate ownership and/or control of Contractor. For  
2098 purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other  
2099 successor(s) in interest pursuant to the assignment. Except in the event of roman numeral (iv) above, the  
2100 requirements of this section do not apply in the event of an assignment to an Affiliate of Contractor having  
2101 the same ultimate parent (an "Affiliate Transfer").

2102 Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and  
2103 businesses, and that City has selected Contractor to perform the services specified herein based on: (i)  
2104 Contractor's experience, skill, and reputation for conducting its Organic Materials, C&D Debris, and Solid  
2105 Waste management operations in a safe, effective, and responsible fashion, at all times in keeping with  
2106 Applicable Law, regulations, and good waste management practices; and, (ii) Contractor's financial  
2107 resources on a local, regional, and/or corporate level to maintain the required equipment and to support  
2108 its indemnity obligations to City under this Agreement. City has relied on each of these factors, among  
2109 others, in choosing Contractor to perform the services to be rendered by Contractor under this  
2110 Agreement.

2111 If Contractor requests City's consideration of and consent to an assignment, City may deny or approve  
2112 such request in its sole and complete discretion. No request by Contractor for consent to an assignment  
2113 need be considered by City unless and until Contractor has met the following requirements. The City may,  
2114 in its sole discretion, waive one (1) or more of these requirements.

2115 A. On the date City approves Contractor’s written request for the City’s written consent to an  
2116 assignment and the assignment occurs, Contractor shall pay the City a transfer fee in the amount  
2117 of one percent (1%) of the Gross Receipts for the most-recently completed Rate Period.

2118 B. Contractor shall pay City its actual expenses for attorneys’, consultants’, and accountants’ fees, staff  
2119 time, and investigation costs necessary to investigate the suitability of any proposed assignee, and  
2120 to review and finalize any documentation required as a condition for approving any such  
2121 assignment. Such payment shall be required regardless of the ultimate determination of the City  
2122 with regard to the approval or denial of the assignment. Upon submittal of Contractor’s request for  
2123 assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars  
2124 (\$100,000) for this purpose.

2125 C. Contractor shall furnish City with reviewed financial statements of the proposed assignee's  
2126 operations for the immediately preceding three (3) operating years.

2127 D. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten  
2128 (10) years of Organic Materials, C&D Debris, and Solid Waste management experience on a scale  
2129 equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii)  
2130 that in the last five (5) years, the proposed assignee has not suffered any citations or other censure  
2131 from any Federal, State, or local Contractor having jurisdiction over its waste management  
2132 operations due to any significant failure to comply with State, Federal, or local waste management  
2133 laws and that the assignee has provided the City with a complete list of such citations and censures;  
2134 (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe  
2135 and conscientious fashion; (iv) that the proposed assignee conducts its operations and management  
2136 practices in accordance with sound waste management practices in full compliance with all Federal,  
2137 State, and local laws regulating the Processing and Disposal of Organic Materials, C&D Debris, and  
2138 Solid Waste including Hazardous Waste; and, (v) that any other information required by City  
2139 demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe,  
2140 and effective manner.

2141 E. Contractor shall provide the City with any and all additional records or documentation that, in the  
2142 City Manager’s sole determination, would facilitate the review of the proposed assignment.

2143 Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at  
2144 any time during the period of consideration. If, in the City’s sole determination, there is any doubt  
2145 regarding the compliance of the Contractor with the Agreement, City may require an audit of the  
2146 Contractor’s compliance and the costs of such audit shall be paid by Contractor in advance of the  
2147 performance of said audit.

2148 **12.7 NO THIRD-PARTY BENEFICIARIES**

2149 This Agreement is not intended to, and will not be construed to, create any right on the part of any third  
2150 party to bring an action to enforce any of its terms.

2151 **12.8 WAIVER**

2152 The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be  
2153 deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of  
2154 violation of the same or any other provision. The subsequent acceptance by either Party of any monies

2155 that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach  
2156 or violation by the other Party of any provision of this Agreement.

2157 **12.9 NOTICE PROCEDURES**

2158 All notices, demands, requests, proposals, approvals, consents, and other communications, which this  
2159 Agreement requires, authorizes, or contemplates, shall be in writing and shall either be personally  
2160 delivered to a representative of the Parties at the address below or deposited in the United States mail,  
2161 first class postage prepaid, addressed as follows:

2162 If to City:

2163 City of San Leandro  
2164 Attn: Public Works Director  
2165 14200 Chapman Rd.  
2166 San Leandro, CA 94578  
2167 Email notice: [slpublicworks@sanleandro.org](mailto:slpublicworks@sanleandro.org)

2168 If to Contractor:

2169 Waste Management  
2170 1333 E. Turner Road  
2171 Lodi, CA 95240  
2172 Email notice: [TBD]

2173  
2174 The address to which communications may be delivered may be changed from time to time by a notice  
2175 given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered  
2176 or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to  
2177 provide email notification to the other Party that notice has been deposited in the mail, however such  
2178 email notification shall not constitute official notice.

2179 **12.10 REPRESENTATIVES OF THE PARTIES**

2180 References in this Agreement to the “City” shall mean the City’s elected body and all actions to be taken  
2181 by City except as provided below. The City may delegate authority, in writing, to the City Manager and/or  
2182 to other City officials and may permit such officials, in turn, to delegate in writing some or all of such  
2183 authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they  
2184 are within the scope of the authority properly delegated to them.

2185 The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as  
2186 the representative of the Contractor in all matters related to the Agreement and shall inform City in  
2187 writing of such designation and of any limitations upon his or her authority to bind the Contractor. City  
2188 may rely upon action taken by such designated representative as actions of the Contractor unless they  
2189 are outside the scope of the authority delegated to him or her by the Contractor as communicated to City.

2190 **ARTICLE 13.**  
2191 **MISCELLANEOUS AGREEMENTS**

2192 **13.1 ENTIRE AGREEMENT**

2193 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof  
2194 and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party  
2195 has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be  
2196 construed against any Party on the basis of drafting. This Agreement may be amended only by an  
2197 agreement in writing, signed by each of the Parties hereto.

2198 **13.2 SECTION HEADINGS**

2199 The Article headings and Section headings in this Agreement are for convenience of reference only and  
2200 are not intended to be used in the construction of this Agreement nor to alter or affect any of its  
2201 provisions.

2202 **13.3 REFERENCES TO LAWS**

2203 All references in this Agreement to laws and regulations shall be understood to include such laws as they  
2204 may be subsequently amended or recodified, unless otherwise specifically provided herein.

2205 **13.4 AMENDMENTS**

2206 This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

2207 **13.5 SEVERABILITY**

2208 If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable,  
2209 the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this  
2210 Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained  
2211 herein.

2212 **13.6 COUNTERPARTS**

2213 This Agreement may be executed in counterparts, each of which shall be considered an original.

2214 **13.7 EXHIBITS**

2215 Each of the Exhibits identified as Exhibit "A" through "H" is attached hereto and incorporated herein and  
2216 made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and  
2217 the terms of an Exhibit, the terms of this Agreement shall control.

2218

2219 IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Alameda County, California  
2220 on the day and year first above written.

**City of San Leandro**  
A Municipal Corporation "CITY"

**Waste Management of Alameda County, Inc.**  
"CONTRACTOR"

\_\_\_\_\_  
Date  
City Manager

\_\_\_\_\_  
Signature Date

**The Foregoing Agreement Has been  
Reviewed and Approval Is Recommended:**

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Date  
Director, Public Works

\_\_\_\_\_  
Title of Signatory

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date  
City Attorney

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
San Leandro Business License #

\_\_\_\_\_  
Approved by City Council

2221

**EXHIBIT A:  
DEFINITIONS**



## **EXHIBIT A DEFINITIONS**

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

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

**“AB 876”** means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821 to the Public Resources Code, relating to solid waste as amended, supplemented, superseded, and replaced from time to time.

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

**“AB 939”** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

**“AB 1201”** means the Solid Waste: Products: Labeling: Compostability and Biodegradability Assembly Bill approved by the Governor of the State of California on October 5, 2021, which amended Sections 42356, 42356.1, and 42357 of, and amended the heading of Chapter 5.7 (commencing with Section 42355) of Part 3 of Division 30 of, the Public Resources Code, relating to solid waste.

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

**"AB 1826"** means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

**“AB 2176”** means the Venue and Event Reduction Act of 2004 (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the Public Resources Code, relating to Recycling), also commonly referred to as “AB 2176,” as amended, supplemented, superseded, and replaced from time to time.

**"Abandoned Waste"** means Bulky Items and Solid Waste that have been abandoned in the public right of way or on City property, excluding materials generated at homeless encampments and incidental litter.

## **EXHIBIT A DEFINITIONS**

**“Accept,” “Accepted,” or “Acceptance” (or any variation thereof)** means and refers to materials that have been delivered to an Approved Facility and have been received by the Contractor for Processing and/or Disposal, in accordance with facility permits and Applicable Law.

**“Act”** means the California Integrated Waste Management Act of 1989 set forth in PRC Section 40000, *et seq.*

**“Advanced Clean Fleets (ACF) Rule”** means the California Code of Regulations, Title 13, Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014, 2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and 2016 of the Public Resources Code, as it may be amended supplemented, superseded, and replaced, and as implemented by the regulations of the California Air Resources Board (CARB).

**“Affiliate”** means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interests or common management, and shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a business in which Contractor has a direct or indirect Ownership interest; (ii) a business, which has a direct or indirect Ownership interest in Contractor; and/or, (iii) a business, which is also Owned, controlled, or managed by any business or individual that has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, “Ownership” means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining Ownership under this paragraph and constructive or indirect Ownership under Section 318(a), Ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value which the Ownership interest represents.

**“Agreement”** means this Agreement between City and Contractor, including all Exhibits, and any future amendments hereto.

**“Alameda County Waste Management Authority” or “ACWMA”** means the public agency formed in 1976 by a Joint Exercise of Powers Agreement among the County of Alameda, each of the fourteen (14) cities in the County, and two (2) sanitary districts that provide refuse and Recycling Collection services. ACWMA includes agencies governed by the ACWMA such as StopWaste.

**“Alternative Daily Cover” or “ADC”** has the same meaning as in 27 CCR Section 20690.

**“Alternative Facility(ies)”** means the Processing and/or Disposal Facility pre-approved by the City for use under the limited circumstances defined in Section 4.1.B. The initial Alternative Facilities are as follows: (i) Redwood Landfill, Novato for Disposal; (ii) Redwood Landfill (CASP) for Organic Materials Processing, and (iii) Redwood Landfill, Guadalupe Landfill, San Jose, and K & M Recycling, Sacramento for C&D Processing.

## **EXHIBIT A DEFINITIONS**

**“Alternative Intermediate Cover” or “AIC”** has the same meaning as in 27 CCR Section 20700.

**“Appliances”** means discarded household appliances such as refrigerators, stoves, clothing washers and dryers, water heaters, dishwashers, etc., and similar items discarded by Residential Generators.

**“Applicable Law”** means all Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Recyclable Materials, Organic Materials, C&D Debris, Disaster Debris (as defined in Section 4.7), and Solid Waste that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. The Parties acknowledge that, as of the date of this Agreement, the State has passed legislation including, but not limited to, AB 1201, SB 54, SB 343, and the Advanced Clean Fleets Rule, where further regulatory requirements may be established.

**“Approved C&D Processing Facility”** means the Davis Street Resource Recovery Complex and Transfer Station, which is owned and operated by Waste Management of Alameda County, Inc. Under the limited circumstances described in Section 4.1.B, the City has pre-approved the use of the Redwood Landfill in Novato, CA, the Guadalupe Landfill in San Jose, and K&M in Sacramento, CA.

**“Approved Commercial Organic Materials Processing Facility”** means the Organic Materials Composting Facility (OMCF) located at the Davis Street Resource Recovery Complex and Transfer Station, which is owned by Waste Management of Alameda County, Inc., and the Altamont CASP, which is owned and operated by Waste Management of Alameda County, Inc.

**“Approved Disposal Facility”** means the Altamont Landfill, which is owned and operated by Waste Management of Alameda County, Inc. Under the limited circumstances described in Section 4.1.B, the City has pre-approved the use of the Redwood Landfill in Novato, CA which is owned and operated by the Redwood Landfill, Inc.

**“Approved Facility(ies)”** means any one of or combination of the: Approved Disposal Facility; Approved Residential Organic Materials Processing Facility; Approved Commercial Organic Materials Processing Facility; and/or the Approved C&D Processing Facility.

**“Approved Processing Facility(ies)”** means the Approved Residential Organics Processing Facility; the Approved Commercial Organic Materials Processing Facility, and/or the Approved C&D Processing Facility.

**“Approved Residential Organic Materials Processing Facility”** means the Altamont CASP, which is owned and operated by Waste Management of Alameda County, Inc. Under the limited circumstances described in Section 4.1.B, the City has pre-approved the use of the Redwood CASP in Novato, CA which is owned and operated by Redwood Landfill, Inc.

## **EXHIBIT A DEFINITIONS**

**"Back-Haul"** means generating and Transporting Discarded Materials or C&D Debris to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

**"Beneficial Reuse"** means use of material for beneficial reuse which shall include, but not be limited to, the following: ADC, AIC, final cover foundation layer, liner operations layer, leachate and landfill gas collection system, construction fill, road base, wet weather operations pads and access roads, and soil amendments for erosion control and landscaping.

**"Business Days"** means days during which the City offices are open to do business with the public.

**"CALGreen"** means the California Green Building Standards Code, Part 11, Title 24, of the CCR as it may be amended from time to time.

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

**"Cardboard"** means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

**"Change in Law"** means any of the following events or conditions that has a material and adverse effect on the performance by either Party or any Subcontractor of its respective obligations under this Agreement (except for payment obligations) or on the activities of any Approved or Designated Facility in connection with this Agreement:

- A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,
- B. The order or judgment of any Federal, State, or local governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error, or omission, or lack of reasonable diligence of City or of Contractor (or Subcontractor), whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.
- C. With respect to changes in compensation, Change in Law is limited by the specific provisions of Section 8.4.E.

**"City"** means the City of San Leandro, a municipal corporation, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

## **EXHIBIT A DEFINITIONS**

**"City Contract Manager"** means City designated employee who is responsible for the administrative management of this Agreement.

**"City Delivered Materials"** means Organic Materials, C&D Debris, Solid Waste, or Abandoned Materials Collected by, and delivered by, the Collection Contractor to Approved Facilities as provided in the Collection Agreement including as it may be amended in the future.

**"City Reimbursements"** means all fees payable to the City identified and referenced in Article 7 of this Agreement. Contractor acknowledges that City Reimbursements are a cost of doing business not eligible for profit in the City. Both Parties acknowledge that all City Reimbursements are an allowable cost of business similar to any license or permit required by the Contractor to perform the services required under this Agreement and will be recovered by Contractor through the Rates.

**"City Service Area"** means the corporate limits of the City excluding the geographic area served by the Oro Loma Sanitary District (OLSD) as shown in Exhibit I.

**"Clean Alternative Fuel Vehicle"** means a vehicle that runs on any fuel used as the certification fuel in a low-emission vehicle, other than the primary gasoline or diesel fuel used in exhaust emission certification testing pursuant to the California Air Resources Board's "California Exhaust Emission Standards and Test Procedures for 1988 through 2000 Model Passenger Cars, Light-Duty Trucks and Medium-Duty Vehicles" as incorporated by reference in Title 13, CCR, Section 1960.1, or "California Exhaust Emission Standards and Test Procedures for 2001 and Subsequent Model Passenger Cars, Light-Duty Trucks and Medium-Duty Vehicles" as incorporated by reference in Title 13, CCR, Section 1961; where low-emission vehicle means any vehicle certified to the transitional low-emission vehicle, low-emission vehicle, ultra-low emission vehicle, super ultra-low emission vehicle, or zero-emission vehicle standards established by the California Air Resources Board as described in Title 13, CCR or as may be further amended or established.

**"Clean Wood"** means wood that is not painted, stained, coated, pressure treated, or chemical treated. Clean Wood may include dimensional lumber, pallets, crates, chop sticks, toothpicks, stir sticks, and wooden utensils. Clean Wood excludes creosote, lumber treated with chromated copper arsenate (CCA), melamine coated furniture, and manufactured wood products such as plywood, particle board, oriented strand board, and medium density fiberboard. Clean Wood is a subset of Organic Materials.

**"Closure" (or any variation thereof)** means the mandated activities stipulated in Applicable Law and required to be conducted following conclusion of Disposal activities at the Approved Disposal Facility or any portion of the Approved Disposal Facility such that Post-Closure activities can commence, including but not limited to all planning, design, regulatory approvals, plan implementation, construction, and monitoring.

**"Collect" or "Collection" (or any variation thereof)** means the act of collecting Organic Materials, C&D Debris, Solid Waste, Abandoned Waste, and other material at the place of generation in City for delivery to an Approved Facility.

## **EXHIBIT A DEFINITIONS**

**“Collection Agreement”** means the Recyclables, Organics, And Solid Waste Collection Services Agreement entered into on \_\_\_\_\_ between the City and the Collection Contractor that grants an exclusive right for the Collection of City Delivered Materials and C&D Debris from within the City Service Area.

**“Collection Contractor”** means the Contractor awarded an exclusive franchise by the City to Collect City Delivered Materials from the City Service Area and deliver such materials to Approved Facilities.

**“Comingled Organic Waste”** means those discarded Organic Materials that are Collected from a Residential Generator that includes a mixture of Food Scraps and Yard Trimmings. Comingled Organic Waste does not include items herein defined as Excluded Waste, and contaminants such as glass, plastic (including Compostable Plastics), ceramics, metal, waxed paper, animal waste, restaurant or Commercially Collected post-consumer food waste, dirt, treated or painted wood, concrete, or tree stumps.

**“Commencement Date”** means the date specified in Section 2.1 when Post-Collection Services required by this Agreement shall be provided.

**“Commercial”** means of, from, or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

**“Commodity”** means any individual category and/or grade of Recyclable Materials or C&D Debris that Contractor has Processed and separated for the purpose of marketing the material for Recycling or the finished Mulch or Compost product the Contractor has generated from the Processing of Organic Materials.

**“Community Composting”** means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

**“Compactor”** means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to four (4) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to forty (40) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles.

**“Complaint”** means each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (i) non-performance, or deficiencies in Contractor’s performance, of Contractor’s duties under this Agreement; or, (ii) a violation by Contractor of this Agreement.

## **EXHIBIT A DEFINITIONS**

**“Compost” or “Composting” (or any variation thereof)** means the controlled biological decomposition of Organic Materials such that the resulting material meets the maximum acceptable metal concentration limits specified in Section 17868.2, pathogen reduction requirements specified in Section 17868.3 of Title 14, CCR Chapter 3.1, and the physical contamination limits of 14 CCR Section 17868.3.1.

**“Compostable Paper”** means paper products that are approved by the City and Contractor for Collection or Processing as Organic Waste.

**“Compostable Plastic(s)”** means plastic materials that meet Compostability standards approved or designated by the City and as set forth under Applicable Law. Compostable Plastic shall be a subset of Organic Materials, if agreed by the City and Contractor.

**“Construction and Demolition Debris” or “C&D”** means discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. C&D Debris includes rocks, soils, tree remains, and other Yard Trimmings that result from land clearing or land development operations in preparation for construction.

**“Container(s)”** means Bins, Carts, Compactors, Drop Boxes, and Public Litter Containers.

**“Contractor”** means Waste Management of Alameda County, Inc., a corporation organized and operating under the laws of the State.

**“Contractor’s Compensation”** means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8.

**“Contractor’s Proposal”** means the proposal submitted to City by Contractor on February 5, 2024 for provision of Recyclable Materials, Organic Materials, C&D Debris, and Solid Waste Post-Collection Services and certain supplemental written materials, which, as amended during negotiation of this Agreement, are included as Exhibit G to this Agreement and are incorporated by reference.

**“County”** means the County of Alameda, California.

**“Criminal Activity”** means any of the following events or circumstances:

- A. Convictions. The approval of a plea of nolo contendere or the entry against Contractor or any of its employees of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality, or regulatory agency of competent jurisdiction, based, in the case of any of Contractor’s employees, on acts taken in their official capacity on behalf of Contractor with respect to:
1. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement; or
  2. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;

## **EXHIBIT A DEFINITIONS**

3. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
4. Unlawful Disposal of Hazardous Waste or Designated Waste the occurrence of which Contractor knew or should have known; or
5. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practices laws, including with respect to inflation of Solid Waste Collection, Transportation, Processing fees, or Disposal Fees; or
6. Violation of securities laws; or,
7. Felonies or misdemeanors involving moral turpitude.

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

**“Disposal”** or **“Dispose” (or any variation thereof)** means the final disposition of Solid Waste or Processing Residue at a Disposal Facility.

**“Divert”** or **“Diversion” (or any variation thereof)** means to prevent City Delivered Materials from Disposal at a landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through Source Reduction, reuse, Recycling, Composting, anaerobic digestion, or other method of Processing, in accordance with the provisions of AB 939 and SB 1383.

**“Drop Box”** or **“Debris Box”** or **“Roll-Off Box”** means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

**“Effective Date”** means the date on which the latter of the two (2) Parties signs this Agreement, subject to the provisions of Section 2.2.

**“E-Waste”** means discarded electronic equipment including, but not limited to, televisions, computer monitors, cathode ray tubes (CRTs), central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

**“Excluded Materials”** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State,

## **EXHIBIT A DEFINITIONS**

or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

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

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

**"Food Scraps"** means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings, flowers, and other Compostable Organic Waste common to the occupancy of Residential dwellings or businesses involved in food production, preparation, or sales.

**"Food-Soiled Paper"** means pre- and post-consumer Compostable Paper material that has come in contact with food or liquid such as, but not limited to, Compostable Paper plates, paper coffee cups, coffee filters, napkins, and pizza boxes, not to include paper products that are lined or coated with a plastic or non-organic wax. Food-Soiled Paper is a subset of Food Waste.

**"Food Waste"** means Source Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of Organic Materials.

**"Generator"** means any Person whose act or process produces City Delivered Materials or C&D Debris, or whose act first causes City Delivered Materials or C&D Debris to become subject to regulation.

**"Gross Receipts"** means total cash receipts collected from Collection Contractor by the Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials.

**"Gross Tipping Fees"** means total billings by the Contractor for the provision of services pursuant to this Agreement, without any deductions.

## **EXHIBIT A DEFINITIONS**

**“Hazardous Substance”** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances,” “Hazardous Materials,” “Hazardous Wastes,” “toxic waste,” “pollutant” or “toxic substances,” or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other Applicable Law, including, without limitation, friable asbestos, polychlorinated biphenyls (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

**“Hazardous Waste”** means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste.

**“Holidays”** means New Year’s Day, Thanksgiving Day, and Christmas Day.

**“Household Battery(ies)”** means single-use or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries or other batteries Contractor is prohibited from carrying by Applicable Law.

**“Household Hazardous Waste” or “HHW”** means Hazardous Waste generated at Residential Premises within the City. HHW includes paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil, Used Oil Filter, batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

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

**“Infectious Waste”** means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

## **EXHIBIT A DEFINITIONS**

**“Liquidated Damages”** means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit F.

**“Mulch”** means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one (1) or more of the following types of Facilities:
  - 1. A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10)
  - 2. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12
  - 3. A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2

**“Municipal Code”** means the City of San Leandro Municipal Code, as of the Effective Date and as it may be amended in the future.

**“Occupant”** means the Person who occupies a Premises.

**“Organic Materials”** means Yard Trimmings, Food Scraps, Compostable Paper, and Clean Wood, individually or collectively. Organic Materials may also include manure from herbivores (horses, cows, goats, sheep, rabbits, etc.). No Discarded Material shall be Organic Materials unless it is separated from Recyclable Materials and Solid Waste.

**“Organic Waste”** means wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic Textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

**“Owner”** means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

**“Party”** or **“Parties”** means the City and Contractor, individually or together.

**“Person(s)”** means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal Person.

## **EXHIBIT A DEFINITIONS**

**"Per-Ton Rate" or "Rate"** means the per-unit compensation owed Contractor by Collection Contractor for each Ton of City Delivered Materials as payment for all Post-Collection Services, provided under this Agreement, and as adjusted annually as provided in Article 8.

**"Post-Closure"** means the mandated activities stipulated in Applicable Law requiring long-term monitoring and maintenance of the Approved Disposal Facility, or of any portion of the Approved Disposal Facility that has been fully Closed in compliance with Applicable Law.

**"Post-Collection Services"** means Organic Materials Processing, C&D Debris Processing, and Solid Waste and Residue Disposal.

**"Premises"** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

**"Processing"** means to prepare, treat, or convert through some special method including the controlled separation, recovery, volume reduction, conversion, or Recycling of City Delivered Materials including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

**"Processing Facility"** means any plant or site used for the purpose of sorting, cleansing, treating, or reconstituting Recyclable Materials or Reusable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

**"Prohibited Container Contaminants"** means (i) City Delivered Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the City's Recyclable Materials Container; (ii) City Delivered Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for the City's Organic Materials Container; (iii) City Delivered Materials placed in the Solid Waste Container that are acceptable Recyclable Materials and/or Organic Materials to be placed in City's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any Container.

**"Projected Gross Rate Revenues"** means Contractor's projected Gross Rate Revenues calculated by multiplying the most-recent Tonnage amounts delivered to the Approved and Alternative Facility(ies) by then-current Rates.

**"Rate Adjustment Factor"** means the amount determined under Article 8, whichever applies for a particular Rate Period.

**"Rate Period"** means a twelve (12) month period, commencing July 1 and concluding June 30.

**"RCRA"** means the Resource Conservation and Recovery Act (42 U.S.C. Section 6900 *et. seq.*).

## **EXHIBIT A DEFINITIONS**

**“Recycle” or “Recycling” (or any variation thereof)** means the process of sorting, cleansing, treating, and reconstituting, at a Recyclable Materials Processing Facility or a Secondary Processing Facility, materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling does not include any thermal or chemical conversion methods.

**“Responsible End Markets”** shall have the same meaning as in SB 54 as it may be amended, supplemented, superseded, and replaced from time to time.

**“Residential”** means of, from, or pertaining to a Single-Family Premises, Multi-Plex, or Multi-Family Premises including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

**“Residue” or “Residual”** means those materials which, after Processing, are Disposed rather than Recycled, Composted, or otherwise recovered due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

**“Reusable Materials”** means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected, Source Separated, or recovered through a Processing Facility and reuse markets developed by Contractor. Reusable Materials may include but are not limited to Textiles, furniture, and/or sporting equipment.

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

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

**“SB 1383”** means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

## **EXHIBIT A DEFINITIONS**

**"SB 1383 Qualified Renewable Natural Gas"** or **"SB 1383 Qualified RNG"** means gas derived from Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

**"Secondary Processing Facility"** means any downstream facility that receives City Delivered Materials and further Processes such material to recover additional material for Recycling and/or to prepare the material for use in a final product and/or for marketing as an input for a new product. A Secondary Processing Facility includes any downstream facility that receives City Delivered Materials for further Processing prior to final decomposition into a Compost product or to ready the material for sale as Mulch. A Secondary Processing Facility may be the same/initial facility at which City Delivered Materials were received or Processed or any additional facility(ies) such materials are Transported to.

**"Self-Haul"** means the Collection and Transportation of City Delivered Materials, C&D Debris, Bulky Items, or Reusable Materials by Persons other than the Collection Contractor, including the Generator thereof and the Owner or Occupant of Residential or Commercial Premises located in City where such materials were generated.

**"Self-Haul(er)"** means a Person who Self-Hauls, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

**"Service Assets"** means all of Contractor's fixtures, equipment, and vehicles in use, outstanding accounts receivable generated, and other property (other than real property) used by Contractor to provide the services under this Agreement, whether: (i) owned outright or pursuant to an installment sale agreement; or, (ii) leased, including right to use, possession, and occupancy, as the case may be.

**"Service Level"** means the size of a Generator's Container(s) and the frequency of Collection service.

**"Single-Family"** means, notwithstanding any contrary definition in the City's Municipal Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service is provided to such Premises as an independent unit.

**"Solid Waste"** means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Materials, C&D Debris, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of HHW in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container, not Source Separated from Solid Waste at the site of generation.

## **EXHIBIT A DEFINITIONS**

**“Source Reduction”** means and refers to the reduction in overall volume of City Delivered Materials generated. Methods of Source Reduction include, but are not limited to, shifting to reusable or refillable packaging or a reusable product or eliminating unnecessary packaging.

**“Source Separated”** means the segregation, by the Generator, of materials by material type designated for separate Collection for some form of Recycling, Composting, recovery, or reuse. For Commercial Customers only, Source Separated Organic Materials refers to the Collection of only Food Scraps or only Yard Waste and does not include the Collection of a comingled stream of Food Scraps and Yard Waste.

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

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

**“Subcontractor”** means a Person who has entered into a contract, express or implied, with Contractor for the performance of an act that is necessary for Contractor’s fulfillment of its obligations for providing service under this Agreement. Notwithstanding any other provision in this Agreement, Vendors providing materials, supplies, or professional services to Contractor shall not be considered Subcontractors for any purpose under this Agreement (except as explicitly provided in Section 3.3 of this Agreement).

**“Term”** means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

**“Textiles”** means a type of cloth or woven fabric that may be discarded by Single-Family, Multi-Plex, and Multi-Family Generators. Textiles include, but are not limited to, clothing including shoes, sheets and blankets, pillowcases, and curtains and drapes.

**“Third-Party C&D Accreditor”** means a City approved private, non-profit, or government entity that reviews, assesses, verifies, and accredits a C&D Processing Facility(ies) on its ability to ensure effective diversion of C&D from landfills, by providing a certification after assessment, and requiring regular re-certification.

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

**“Transfer”** means the act of transferring City Delivered Materials from the Collection Contractor’s Route vehicles into larger vehicles for Transport to Approved Facilities for the purpose of Recycling, Processing, or Disposing of such materials.

**“Transport” or “Transportation” (or any variation of)** means the act of conveying City Delivered Materials from one location to another.

## **EXHIBIT A DEFINITIONS**

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

**“Unpermitted Waste”** means wastes or other materials that the Facility may not receive under their permits, including:

1. All materials that the Facility is not permitted to accept, *excluding* white goods with chlorinated fluorocarbons and capacitors removed, and other materials that Contractor accepts and safely handles, Recycles, or Disposes.
2. Friable asbestos, unless otherwise approved by applicable regulatory agencies, consisting of materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Materials if it contains more than one percent (1%) asbestos.
3. Hazardous Substance.
4. Untreated Infectious Waste (as defined by Chapter 6.1, Division 20 of the State Health and Safety Code) that have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including untreated pathological and surgical wastes, untreated medical clinic wastes, untreated wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious disease.
5. Liquid wastes that are not spadable including cannery and food Processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, and those liquid wastes that may be Hazardous Wastes.
6. Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the State Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or Federal regulation.

This definition will be promptly amended to reflect any applicable changes in permits or Applicable Law.

**“Vendor”** means a Person who has entered into a contract with Contractor for performance of an act that is necessary for Contractor’s fulfillment of an unsubstantial portion of its obligations for providing service under this Agreement. Vendors include, but are not limited to, printers of public education and outreach materials, document translators, material and supply providers, and professional service providers.

**“Working Days”** means days on which the Contractor is required to provide Post-Collection Services under this Agreement.

**“Yard Trimmings”** means those City Delivered Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of Organic Materials resulting from normal yard and

## **EXHIBIT A DEFINITIONS**

landscaping maintenance, subject to reasonable size restrictions such as less than 6 inch diameter for branches and trees, that may be specified in City legislation for Collection and Processing as Organic Materials under this Agreement.

*This page intentionally left blank*

**EXHIBIT B:  
[RESERVED]**



**EXHIBIT C:  
ACCEPTED ORGANIC MATERIALS**



## **EXHIBIT C**

### **ACCEPTED ORGANIC MATERIALS**

Material types accepted by Contractor at the Organic Materials Processing Facilities that Contractor intends to consistently Process and market include:

- Yard Trimmings
- Clean dimensional lumber
- Residential and Commercial Food Scraps
- Compostable Paper and Compostable Plastics subject to agreement of acceptance by both Parties

*This page intentionally left blank*

**EXHIBIT D:  
REPORTING REQUIREMENTS**



## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

9. Actual vehicle Turnaround Time for each vehicle load delivered by Collection Contractor (determined in accordance with Section 5.2.7 during the reporting period, upon request from Collection Contractor or the City to resolve potential disputes for exceeding the average turn-around times in the agreement)
10. Date, time, Collection Contractor truck number, and reason for Contractor rejection of any City Delivered Material vehicle loads. Note: This is in addition to the on-event reporting required for each event.
11. List of any Violations received during the reporting period.
12. The total Tonnage of material generated in the City of San Leandro that is Delivered to each Approved Facility by any Facility user, including Self-Haulers, separated by material type.
13. Any operational or financial records related to Extended Producer Responsibility Programs, if any, including but not limited to:
  - Invoices or receipts for new or retrofitted equipment or vehicles purchased to implement the Extended Producer Responsibility Program.
  - Changes to labor costs as a result of implementing the Extended Producer Responsibility Program.
  - Records of reimbursements or payments made to Contractor by the Extended Producer Responsibility Programs or Stewardship Organization.
  - Supporting documents related to the calculation used to determine costs allocated to the City versus other facility users.

Each monthly report shall be formatted to show the previous months for the calendar year with year-to-date totals.

### **3. Annual Report**

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

#### **Report Content. Annual**

1. All information required in the monthly reports, reported for the full calendar year.
2. Documentation that Contractor paid all government fees and taxes necessary to provide services under this Agreement in accordance with Applicable Law.
3. An Approved Disposal Facility capacity status report that identifies the remaining permitted capacity, the aggregate capacity committed to other entities through Contractor's contracts, and the available, uncommitted capacity, and the estimated remaining years of Approved Disposal Facility capacity.
4. Copies of the waste evaluation reports conducted in accordance with 14 CCR Section 17409.5.7.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

5. Copies of all Recycling and Disposal Reporting System (RDRS) Quarterly Report Summaries submitted to CalRecycle during the reporting year and underlying supporting data.
6. A description of any advances in environmental mitigation measures; any advanced technologies utilized in the course of business; any pilot programs which test advanced technologies; any new third-party certifications for Diversion or other Facility standards; and reports on any recent, pending, or planned changes in facility permits.
7. A description of any issues, plans, and concerns related to the use of the Approved Facility during the past year and anticipated changes for the following year, including but not limited to, additional services provided or available, actual or anticipated need for use of Alternate Facilities, regulatory issue or concerns, permit and regulatory violations, or changes in staffing, equipment, or operations.
8. A list of all Secondary Processing Facilities used during the report year to Process, Recycle, or Compost City Delivered Materials. Such list shall include the facility's name, physical address, and the name of the owner/facility operator.
9. Documentation of all City Delivered Materials sent to Secondary Processing Facilities including the type of materials sent to each Secondary Processing Facility and the total Tons sent to each Secondary Processing Facility by material type.
10. An explanation of any recently adopted laws or regulations, or changes to laws or regulations that Contractor expects may impact this Agreement or Contractor's operations during the Agreement Term.
11. Any State facility report, including those required under Section 4.4.C, Contractor submits to CalRecycle or to Contractor's Disposal Reporting System coordinator. Such State facility reports includes those submitted for any of the Approved Facilities Contractor is utilizing under this Agreement. Such annual submittals shall be in accordance with Applicable Law. If these reports are available on electronic platforms they can be incorporated by reference in the annual report.
12. Annual vehicle inventory in accordance with Section 5.12.D
13. A written notice confirming whether the Approved Organic Materials Processing Facility will or will not Accept and remove plastic bags when Processing Organic Materials.
14. In accordance with Section 5.2.2.E Quarantined Waste, a record of all compliance agreements for quarantined Organic Materials that are Disposed of, including the name of Generator (if known) or Person Delivering such material, date issued, location of final disposition, and the amount of quarantined Organic Materials that was required to be Disposed.
15. Include any issues, plans, and concerns related to the use of the Approved Facility during the past year and anticipated for the following year, including but not limited to, additional services provided or available, actual or anticipated need for use of Alternative Facilities, regulatory issue or concerns, permit and regulatory violations related to the Contractor's ability to perform under the Agreement, etc.

## **EXHIBIT E: CORPORATE GUARANTY**



## Guarantee Agreement

This Guarantee Agreement (this “*Guarantee*”), dated as of \_\_\_\_\_, 2024, is made and entered into by USA Waste of California, Inc., a Delaware corporation (“*Guarantor*”).

### WITNESSETH:

WHEREAS, Waste Management of Alameda County, Inc., a subsidiary of Guarantor (the “*WM Subsidiary*”) has entered into an Agreement between City of San Leandro and Waste Management of Alameda County, Inc. for Post-Collection Solid Waste Services (the “*Agreement*”) effective as of \_\_\_\_\_ with City of San Leandro, California (the “*City*”) pursuant to which WM Subsidiary shall perform certain solid waste services to the City and its residents; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of City entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the “*Obligations*”) to City in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to City the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor’s liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney’s fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, City shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary’s failure or refusal to pay continues for a period of fifteen (15) days after the date of City’s notice to WM Subsidiary, and City has elected to exercise its rights under this Guarantee, City shall make a demand upon Guarantor (hereinafter referred to as a “*Payment Demand*”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that City is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that City seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of City in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "**Notice**") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email with confirmation of delivery, as follows:

To City:           City of San Leandro  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Guarantor:

Waste Management  
222 S. Mill Avenue, Suite 301  
Tempe, AZ 85281  
Attn: Senior Legal Counsel

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon receipt and confirmation of delivery. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by City, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of City, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and City and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

**USA WASTE OF CALIFORNIA, INC.**

**By:** \_\_\_\_\_  
Alex Oseguera, President

*This page intentionally left blank*

**EXHIBIT F:  
PERFORMANCE STANDARDS AND LIQUIDATED  
DAMAGES**



## **EXHIBIT F**

### **PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of Liquidated Damages. The table describes the incident(s) or event(s) that trigger Liquidated Damages, the methods by which occurrences will principally be tracked by Contractor or City, and the dollar amounts of Liquidated Damages that the City may assess for Contractor's failure to meet the performance requirements specified in this Agreement. In the event that the City Contract Manager determines that Contractor has failed to meet the performance standard by this Agreement and described below, the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Event of Non-Performance	Definition	Liquidated Damage Amount
Failure to meet vehicle turnaround guarantees specified in Section 5.2.	Contractor shall operate the Approved Facilities such that vehicle turnaround times do not exceed the maximum vehicle turnaround time identified in Section 5.2.7	For Collection Contractor vehicles: \$100 per vehicle delayed.
Failure to receive vehicles during operating hours specified in Section 5.2.4.	Failure of the Contractor to open the Approved Facility to the Collection Contractor during operating days and hours specified in Section 5.2.4.	\$1,000 per hour that the Approved Facility is not open to receive the Collection Contractor.
Failure of Contractor to separately receive, store, Transfer, or otherwise manage different streams of materials received at the Approved Facility(ies) in a manner that does not result in contamination. This would not apply to loads that have excess contamination as set forth in Section 5.2.3 of the Agreement.	Failure of Contractor to separately receive, store, Transfer, or otherwise manage Recyclable Materials, Yard Waste, Food Scraps, Organic Materials, or C&D Debris that were Source Separated by the Generator or Person delivering the material and that were delivered to the Approved Facility in a manner that does not result in contamination	\$100 per Ton for each Ton of material that has been combined, mixed, or contaminated with another material stream rather than separately managed, where the total Tons per incident shall be the combined Tonnage of the two (2) or more material streams or contaminants that were combined or mixed.
Failure of Contractor to achieve regulatory compliance performance standards of Section 5.2.1.	For each Notice of Violation resulting in an enforcement action that any part of Contractor's Approved Facility(ies) receives from any regulatory body related to Contractor responsibilities as it pertains to the operation of the Approved Facility(ies) as outlined in this Agreement.	\$5,000 per month or portion thereof until the Notice of Violation is resolved.
Failure of Contractor to perform required SB 1383 material sampling or to properly conduct the sampling, sorting, or measurements as required under Applicable Law	Failure of Contractor to perform the SB 1383 material sampling, sorting, or measurements required under SB 1383.	\$500 per sample not collected in a given quarter or per sample in which the sampling, sorting, or measurements were not properly conducted.
Timeliness of submissions of reports to the City.	Failure to submit any report on time to the City (any report shall be considered	\$500 per day for each day a report is late, in accordance with Section 6.3.

**EXHIBIT F**  
**PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

Event of Non-Performance	Definition	Liquidated Damage Amount
	late until such time as a correct and complete report is received by the City).	
Failure to make records available upon request and as required under the Agreement (Section 6.2).	Failure of Contractor to make reports and records collected and retained by the Contractor accessible to the City or its authorized representatives within five (5) Business Days of making a records request.	\$500 per day for each day that the requested records are not available to the City in accordance with Section 6.2.
Failure of the Contractor to notify the City of intent to use Subcontractor(s), as required under the Agreement (Section 3.3).	Failure of Contractor to notify the City anytime that a Subcontractor is used to perform any obligations of the Agreement.	\$1,000 per incident that the Contractor fails to notify the City of its intent to use a Subcontractor.
Failure of Contractor to provide an accurate written response to information requested by the City and required under the Agreement (Section 6.1).	Failure of Contractor to provide a complete and accurate written response to the City's request within the timeframe specified in the Agreement (which shall not be less than ten (10) Business Days) if no timeframe is specified in the Agreement.	\$500 per day for each day that the requested information is late in accordance with Section 6.1.
Contractor Failure to Accept City Delivered Materials at any Approved Facility under this Agreement	Inability of Contractor to Accept City Delivered Materials at the appropriate Approved Facility for that material type for any reason other than an event of force majeure, and without prior arrangement for use of an Alternate Facility.	\$200/Ton
Failure to report use of any Secondary Processing Facility not listed in Exhibit G5	Failure of Contractor to report use of any Secondary Processing Facility used to Process, Recycle, or Compost City Delivered Materials	\$500/Load of material Delivered to a Secondary Processing Facility without prior notice to, and approval by, the City..
Delivery to Non-Approved Facility	Each individual occurrence of delivering City Delivered Materials to a facility other than the Approved or Alternative Facility(ies) designated for each material type under Article 4 of this	\$500 per failure

**EXHIBIT F**  
**PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

Event of Non-Performance	Definition	Liquidated Damage Amount
Disposal of materials Collected for Diversion	Agreement. Each individual occurrence of Disposal of a load of Delivered Organic Materials or Recyclable Materials without Processing.	\$1,000/Load
Failure to Provide Adequate Capacity	Failure to provide adequate primary and alternate capacity to accept and Process City Delivered Materials.	\$1,000/Day

**EXHIBIT F**  
**PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

By placing Designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor

City

Initial Here: \_\_\_\_\_

Initial Here: \_\_\_\_\_

*This page intentionally left blank*

**EXHIBIT G:  
CONTRACTOR'S PROPOSAL**





# CITY OF SAN LEANDRO

**Solid Waste Post Collection Services**  
February 5, 2024

SUBMITTED BY

**Waste Management of Alameda County, Inc.**

CONTACT

**William Avery | Area Sales Director - Industrial**  
**(916) 938-0056 | [wavery@wm.com](mailto:wavery@wm.com)**





**Waste Management of Alameda County, Inc.**  
2615 Davis Street  
San Leandro, CA 94577

## Cover Letter

February 5, 2024

City of San Leandro  
835 East 14th Street  
San Leandro, CA 94577

Attn: Jennifer Auletta, Public Works Services Manager

Dear Ms. Auletta:

Waste Management of Alameda County, Inc. (WMAC) is pleased to submit the following response to the City of San Leandro's (San Leandro) RFP for Solid Waste Post Collection Services. As the nation's leading waste services provider, we are committed to enhancing the communities we serve, as well as acting as stewards for the environment.

The proximity of the WMAC owned and operated Davis Street Resource Recovery Complex and Transfer Station (also known as Davis Street Transfer Station, or DSTS) provides San Leandro with the opportunity to receive service from a fully-integrated local partner who has been a part of San Leandro for decades. Along with our strategically located resources ready to service the City, San Leandro can expect:

**Overall Experience.** Waste Management, Inc. and its subsidiaries (WM) is a leader in post collection services throughout California and across the nation. We have been providing collection and disposal services, along with landfill and recycling facility operations, in California since 1968. Companywide, WM operates the largest network of landfills in our industry and manages the disposal of nearly 100 million tons of waste each year.

**Financial Strength.** WM's financial strength stems from its position as the leading provider of comprehensive waste management services in North America. Revenue in 2022 was \$19.7 billion, and WM has an asset base of \$31.4 billion. WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad services.

**Safety and Compliance.** At WM, safety is far more than just a program or strategy. It is a core value, a cornerstone of operational excellence. With more than 49,000 employees who work in the demanding and often dangerous world of waste collection, processing, and disposal, we fully recognize the responsibility of holding ourselves to the highest standards to protect our customers, employees, and the communities we serve.

We believe our local expertise will provide a win/win situation for both WM and the City of San Leandro. We are committed to providing the City with secure, long-term, safe and compliant solid waste disposal.

Sincerely,

Alex Oseguera, Director, President, Waste Management of Alameda County, Inc.  
(209) 327-5017 | aoseguer@wm.com

# Table of Contents

## Table of Contents

<b>CITY OF SAN LEANDRO</b> .....	<b>1</b>
Cover Letter.....	i
Table of Contents.....	ii
<b>1   EXECUTIVE SUMMARY</b> .....	<b>1</b>
<b>2   SERVICE PROVIDER DESCRIPTION</b> .....	<b>9</b>
A. Business Structure .....	9
B. Qualifications .....	10
C. Financial Information.....	19
D. Experience Modification Factor.....	20
<b>3   TECHNICAL PROPOSAL</b> .....	<b>22</b>
Transfer/Transport.....	22
Recyclables Processing .....	46
Organics Processing .....	76
C&D Processing .....	99
Disposal Services .....	128
Other Services .....	155
<b>4   COST PROPOSAL FORM</b> .....	<b>157</b>
<b>5   KEY TERMS AND CONDITIONS OF DRAFT AGREEMENT</b> .....	<b>158</b>
<b>6   OTHER PROPOSAL FORMS</b> .....	<b>159</b>
<b>ATTACHMENT A: DISASTER DEBRIS MANAGEMENT PROCEDURES</b> .....	<b>167</b>





# 1 | EXECUTIVE SUMMARY

*Proposers shall provide an executive summary to introduce the proposal, briefly summarizing the proposed transfer/transport, recyclables processing, organics processing, C&D processing, disposal, and disaster debris management services and highlight any unique aspects of their approach. In addition, the executive summary can be used to highlight any proposed options or innovations.*

Sustainable communities grow and thrive through innovation, collaboration, and the direct involvement of committed community-based organization. Waste Management of Alameda County (WMAC) is excited to offer the City of San Leandro a fully integrated, collaborative solution designed to meet, and even exceed, the City's contract expectations. We are enthusiastic about working with San Leandro to help bolster it as a county and state leader in sustainability best practices.

## **Our Experienced Team is Ready to Serve, Collaborate, and Innovate**

WMAC understands that post collection processing and disposal services contribute to a community's overall well-being. From our seasoned operations team at our Davis Street Resource Recovery Complex (DSTS) located right in San Leandro, to our dedicated account management professionals, WMAC team members have dedicated their careers to helping cities in Alameda County navigate changes in environmental legislation and support growing communities. WMAC has an extensive and successful history of local contract implementation, service delivery, and customer satisfaction.

## **Our Approach to Service Excellence**

### **Davis Street Resource Recovery Complex**

Our management team is experienced in providing excellent and responsive contract management to cities in Alameda County, Northern California, and beyond. Specifically, the DSTS is an early adopter of waste collection and diversion innovation and is staffed with accomplished industry professionals who will be available to San Leandro staff to support the contract and provide the City with the best service possible.

Situated in San Leandro, California, DSTS is a state-of-the-art facility designed to recover materials for reuse, recycling, or composting and to facilitate the transfer of trash to the Altamont Landfill in Livermore.

With 280 employees, a hauling division, multiple recycling facilities, a first-of-its-kind composting facility, in one of the most highly regulated areas, DSTS sets the example for current and future environmental performance. The recovery complex has made monumental efforts to maintain compliance with permits and regulations related to: solid waste, hazardous materials/waste, universal waste and electronic waste, waste tire hauling, SPCC/APSA, stormwater, Bay Area Air Quality Management District (BAAQMD), and wastewater discharge.

DSTS features state-of-the-art transfer and recycling facilities and provides municipal solid waste (MSW) services and solutions for San Leandro and other Alameda County Cities.

- Materials accepted include recycling, garbage, green waste, construction and demolition, mattresses, carpet, tires, electronic waste, appliances, and used oil. The transfer station is permitted to receive 5,761 vehicles and 5,600 tons of materials per day.
- The transfer station's hours of operation are Monday through Friday 4:00 a.m. to 9:00 p.m. and Saturdays 5:00 a.m. to 3:00 p.m., except holidays. The facility currently employs a workforce of about 280 full-time transfer drivers, sorters, technicians, heavy equipment operators and administrative staff.
- The transfer station construction and demolition (C&D) recycling facility is Alameda County's leading construction and demolition debris recycling complex. It was the first accredited certified mixed C&D debris recycling facility in Alameda County and its diversion rates are certified every quarter by the Recycling Certification Institute. The facility recovers clean lumber, metal, concrete, cardboard, paper, and more for recycling. Our diversion rates are recognized by the U.S. Green Building Council LEED rating system and by the counties of San Francisco, Alameda, and Contra Costa.
- The Organics Material Recovery Facility (OMRF) and the Organic Materials Compost Facility (OMCF) can process up to 300,000 tons of municipal solid waste a year extracting important organic and recyclable materials. Currently, the facilities are processing almost 150,000 tons of MSW and eliminating 14,459 metric tons of greenhouse gas emissions each year by capturing about 56,000 tons of organic material. This results in an additional greenhouse gas savings as it eliminates about 776 transfer truck trips to the landfill.
- In 2011, WM constructed the first LEED Gold industrial building in San Leandro. The Organics Transfer Building collects yard trimmings and commercial and residential food scraps for composting.
- DSTS is continuing its sustainability efforts by installing solar panels on the roof of its Administration building, OMRF, OMCf, and other buildings. This sustainability initiative also positively impacts the environment by reducing reliance on the grid or other sources of energy. The site's solar panels generate 1,242,324 kWh/year.
- Compressed Natural Gas (CNG) powers 52 WM trucks that transport materials from the transfer station to the landfill and to other destinations. CNG is derived from the landfill gas produced at the Altamont Landfill from waste collected in Alameda County. CNG powered vehicles have a direct, positive impact on Alameda County's air quality and environment.
- DSTS houses a Landscape Center that sells our own WM EarthCare™ OMRI certified product line of compost and mulch.
- The facility houses an award-winning Education Center where students from throughout Alameda County can get a first-hand look at why waste diversion matters. Through WMAC's long-standing agreement with StopWaste, which works with students, teachers, and school district staff across Alameda County to become leaders in waste prevention and proper recycling and composting in their schools, homes, and community. In a typical year, StopWaste uses the Education Center for 160+ classes/tours, which translates to a great learning opportunity for approximately 4,500 students.

- DSTS staff conduct dozens of tours to community and business leaders from all over the country and sometimes beyond. From San Leandro leadership to visitors from Japan and Mexico, an introduction and tour of DSTS never fails to impress.

### **Making San Leandro More Sustainable, For Tomorrow®**

WM is investing \$1B in capital to automate our recycling infrastructure. This investment is targeted to improve material quality and increase capacity.

Part of this investment is scheduled to break ground this year to make DSTS a Recycling Facility of the Future through optimization and adoption of the best technology available.

Optimization for DSTS is creating a highly differentiated recycling infrastructure unparalleled in the industry:

- Benefits for Employees – safer work environment, opportunities from an upskilling and career pathing standpoint to continue to grow in the recycling business or look for opportunities in other parts of WM.
- Benefits for Managers – more time to focus on plant operations vs. staffing concerns, more time for individual conversations with employees and training.
- Benefits for Customers – more recycled material, higher quality material, and recovering commodities not traditionally recycled.

### **Altamont Landfill and Resource Recovery Facility**

Altamont Landfill and Resource Recovery Facility is a regional facility that provides safe and convenient disposal services for communities, businesses and industries serving Alameda County and surrounding cities.

This facility is engineered with environmental protection systems that meet or exceed rigorous government regulations and are subject to highly regulated monitoring and reporting requirements. Systems include engineered liners and covers, leachate collection and removal, and landfill gas collection and control.

Altamont Landfill and Resource Recovery Facility is recognized for its sustainable practices and leadership in landfill management.

### **Containment Design**

The current fill area for the landfill (Fill Area 1) consists of an older Class III WM unit with a low-permeability soil liner and leachate collection system (Unit 1), and a Class II unit with a composite liner and leachate collection system. Fill Area 2 is a 250-acre unit that utilizes a composite liner and leachate collection system.

### **Leachate Collection and Treatment**

The leachate management system for Altamont is designed to detect and collect any leachate generated in the landfill. Collected leachate is pumped to an onsite wastewater storage facility for later use as dust control within the newer cell of the landfill.

### **Groundwater Monitoring**

Groundwater is monitored at 10 wells, both upgradient and downgradient of the waste disposal footprint. The groundwater monitoring network is sampled and analyzed semi-annually in accordance with the procedures of the facility’s groundwater sampling and analysis plan.

### **Renewable Energy**

Since its establishment in 1980, the Altamont Landfill has worked to provide sustainable services to communities and businesses in the greater Bay Area. In 1987, Altamont was one of the first landfills to install a landfill gas to electricity plant to convert methane gas to renewable electricity. The plant delivers enough electricity to power about 3,400 homes per year.

### **Composting Facility**

In 2018, Altamont opened the first in-county covered aerated static pile (CASP) composting facility. By composting yard trimmings mixed with residential food scraps, Altamont is closing the loop to return soil enriching amendment to local agriculture. It is the latest addition to the award-winning WM EarthCare™ line of recycled landscape products.

### **Disposal Options**

Class II and Class III Disposal Accepted Materials

Municipal Solid Waste	Asbestos (Friable and Non-Friable)	Auto Shredder Residue
Liquids and Sludge	Construction & Demolition Debris	Biosolids
Contaminated Soil (Class II)	Industrial and Special Waste	Green and Food Waste

### **Wildlife Habitat**

Nearly half of Altamont Landfill’s property, almost 1,000 acres, is a dedicated wildlife habitat. This habitat protects several threatened and endangered species including, the San Joaquin Kit Fox, Western Burrowing Owl, California Red-legged Frog and California Tiger Salamander.

### **Local VIP Support in San Leandro**

Our management team is experienced in providing excellent and responsive contract management to cities in Alameda County, Northern California, and beyond. Both Altamont and DSTS are early adopters of waste collection and diversion innovation and are staffed with accomplished industry professionals that will be available to San Leandro staff to support the contract and provide the City with the best service possible.

WMAC’s highly qualified management team, which has over 150 years of combined experience, looks forward to working with the City to implement first rate service for San Leandro.



**Bill Avery | Area Director of Sales**

**Role in Serving San Leandro:** Bill oversees all post collection sales for Davis Street operations at WM landfills and composting facilities in WM's Northern California and Nevada region.

**Qualifications and Experience:** Bill has over 25 years of waste experience including medical waste, hazardous waste, and solid waste industry experience. He earned his BS in Criminology/Management from California State University - Fresno.



**Osvaldo Jauregui | Sr. District Manager**

**Role in Serving San Leandro:** Osvaldo Jauregui directs an experienced team to ensure all materials are processed and diverted properly at the DSTS. He provides first-in-class disposal solutions and recovery efforts for cities and customers in the entire Bay Area.

**Qualifications and Experience:** Osvaldo Jauregui has been with WM for 31 years. He has been at the forefront of various facility improvements and expansions over the years and now leads the entire team at DSTS. Osvaldo's experience in solid waste and recovery operations has been an instrumental part of DSTS' growth over the last two decades. He is focused on providing exceptional customer service and strengthening partnerships within the community and has been an active member of the San Leandro Chamber of Commerce since 2020.



**Todd Storti | Area Director, Recycling Operations**

**Role in Serving San Leandro:** Todd ensures San Leandro's materials are processed thoroughly for maximum material separation and diversion. Todd is proud of the work done by WMAC's team as they provide environmental solutions for San Leandro and all Northern California.

**Qualifications and Experience:** Todd Storti's background consists of over 30 years' experience in California and the Bay Area with regards to solid waste, recycling, sustainability, environmental, and alternative energy. He has helped communities establish short and long-term planning to meet State programs such as Organics Diversion, Source Separated Organics, Mandatory Commercial and Multi Unit Recycling, Household Hazardous Waste (HHW) and Electronic Waste, Cal Green C&D, grant funding, and going forward with SB 1383.



**Jessica Jones | Area General Manager**

**Role in Serving San Leandro:** Jessica oversees facility management and operations at WM landfills and composting facilities in WM's Northern California and Nevada region.

**Qualifications and Experience:** Jessica has over 20 years of solid waste industry experience. She earned her BS and MS in Civil Engineering from California State University, Sacramento. Jessica is a California-licensed Civil and Structural Engineer.



**Marcus Netz | Area Director Disposal Operations**

**Role in Serving San Leandro:** Marcus is responsible for the oversight of area landfills, organics facilities, and landfill gas operations in WM's Northern California and Nevada Region.

**Qualifications and Experience:** Marcus has over 30 years of solid waste industry experience. Prior to his current responsibilities, his duties included oversight of collection districts and recycling facilities, as well as being an IEPA certified landfill operator.



**Lisa Williams | Industrial Account Manager, Altamont Landfill**

**Role in Serving San Leandro:** Lisa is the account manager for customers that utilize Altamont Landfill.

**Qualifications and Experience:** Lisa has over 12 years of experience in the waste industry. She earned her Marketing degree at University of Utah. She resides in the Bay Area.

**Putting People First**

With over 280 WMAC employees living and working in the San Leandro area, these proud, caring, and essential workers are the foundation of our success. We commit to taking care of each other, our customers, our communities, and the environment every day.

With our people at the heart of everything we do, we are able to foster a culture that celebrates the diversity of the WMAC team. From the front line to our leadership, our employees represent the diverse customers and communities we serve. In addition to focusing on veterans, the disabled, and the LGBTQ communities, we also set goals to lead the industry in female representation and achieve an authentically inclusive organization.

**Safety is Priority Number One**

The safety team at WMAC have made a significant investment to ensure safety best practices. In-truck cameras track incidents that are turned into teachable lessons. We meet bi-weekly to review videos and candidly discuss how to improve on tasks. Requisite morning huddles provide another opportunity for checks and balances to help ensure each of us goes home the way we came to work. We prioritize ensuring each task, piece of equipment, company policy, and procedure reinforce safe

actions. As a result, WMAC's safety performance ranks among the best in the industry. Our employees understand their responsibility to the communities we serve.

The facility has managed to adapt to protocols and best management practices to safeguard the public and its employees. Over the past several years, DSTS has maintained a complaint and violation-free facility and prides itself on excellence in environmental performance.

### More than a Service Provider – An Invested Community Partner

In San Leandro, we are committed to having a presence at community events and building critical relationships with city staff, local schools, neighborhood associations, community-based organizations, the Chamber of Commerce, and more! Some of the events, activities, and organizations WMAC has been involved with:

- In 2020, as part of a CalRecycle grant for the OMRF, WMAC set aside \$100,000 for food recovery projects, which was spent on a refrigerated truck purchased by the Alameda County Community Food Bank. ACCFB uses the truck to help distribute food throughout the County and is a leader in SB 1383 food recovery best practices, and an essential community resource. WMAC continues to support ACCFB through annual donations.
- Title Sponsor of **Taste of San Leandro**, March 28, 2023.
- Sponsor of San Leandro Chamber "The Future is Now" Business Celebration Gala, April 27, 2023.
- Sponsor of **Building Futures "Jazz It Up"** Event, May 11, 2023.
- Sponsor and participant (over 40 WMAC team members) of **San Leandro Cherry Festival and Parade**, June 3, 2023.
- Sponsor of Boys and Girls Club of San Leandro, Annual Gala, September 8, 2023.
- Sponsor of San Leandro Education Foundation Gala, September 16, 2023.
- **Workforce Development Roundtable**, November 7, 2023. This event was a collaboration with the Chamber and businesses in San Leandro to discuss challenges and opportunities for attracting and retaining talent in the workforce.
- **Holiday Toy and Food Drive (Davis Street Community Center)**, November 13, 2023, through December 19, 2023. Collected and donated 10 bins of food and toys for the community.



### Proven Experience for San Leandro's Sustainable Future

WM is a committed local service provider, community partner, and sustainability innovator for cities throughout Northern California for decades. We are committed to consistently providing outstanding services for the City of San Leandro and we look forward to building strong relationships and engaging and collaborating with the City.

July 28, 2018—DSTS was the **2018 recipient of the California Resource Recovery Association's (CRRA) Outstanding Construction and Demolition Recycling Award**. This award was presented to

organizations that excel in the reduction and recycling of materials generated through construction and/or demolition activities.

April 28, 2022—DSTS won **San Leandro's Innovation and Technology Leader** award at the City of San Leandro's Business Awards Celebration. DSTS was recognized by the San Leandro Chamber of Commerce innovation, design, construction, and operation of the Organics Material Recovery Facility OMRF and the Organic Materials Compost Facility (OMCF).



## 2 | SERVICE PROVIDER DESCRIPTION

### A. Business Structure

*Proposer shall include information on proposer name, contact, business structure, and business history. For all facilities, proposers shall provide ownership information including if the facility is owned and/or operated by the proposer, an affiliate, or a subcontractor. Any subcontractors used to provide services requested under this RFP shall be identified along with their role and relationship to proposer.*

Waste Management of Alameda County, Inc. (WMAC) is proud to have served Alameda County for over 30 years. We look forward to collaborating with the City of San Leandro to provide seamless and efficient service.

<b>Proposer Name</b>	Waste Management of Alameda County, Inc.
<b>Business Structure</b>	Corporation Waste Management of Alameda County, Inc. ("WMAC") is wholly owned by USA Waste of California, Inc.
<b>Business History</b>	WMAC has been in business since June 25, 1993.

### Facility Information

Facility	Ownership
Davis Street Resource Recovery Complex and Transfer Station (DSTS) 2615 Davis Street San Leandro, CA 94577	WMAC
Altamont Landfill and Resource Recovery Facility 10840 Altamont Pass Rd, Livermore, CA 94550	WMAC

## B. Qualifications

### A. Qualifications (Proposal)

*Provide a brief description of proposer’s experience providing comparable post-collection services to municipal agencies in California. Include subcontractor’s experience as well, if applicable. The City may, but is not required to, request additional qualifications information and references from the proposer and conduct reference checks to verify the provided information.*

### References: Don’t Just Take Our Word for It

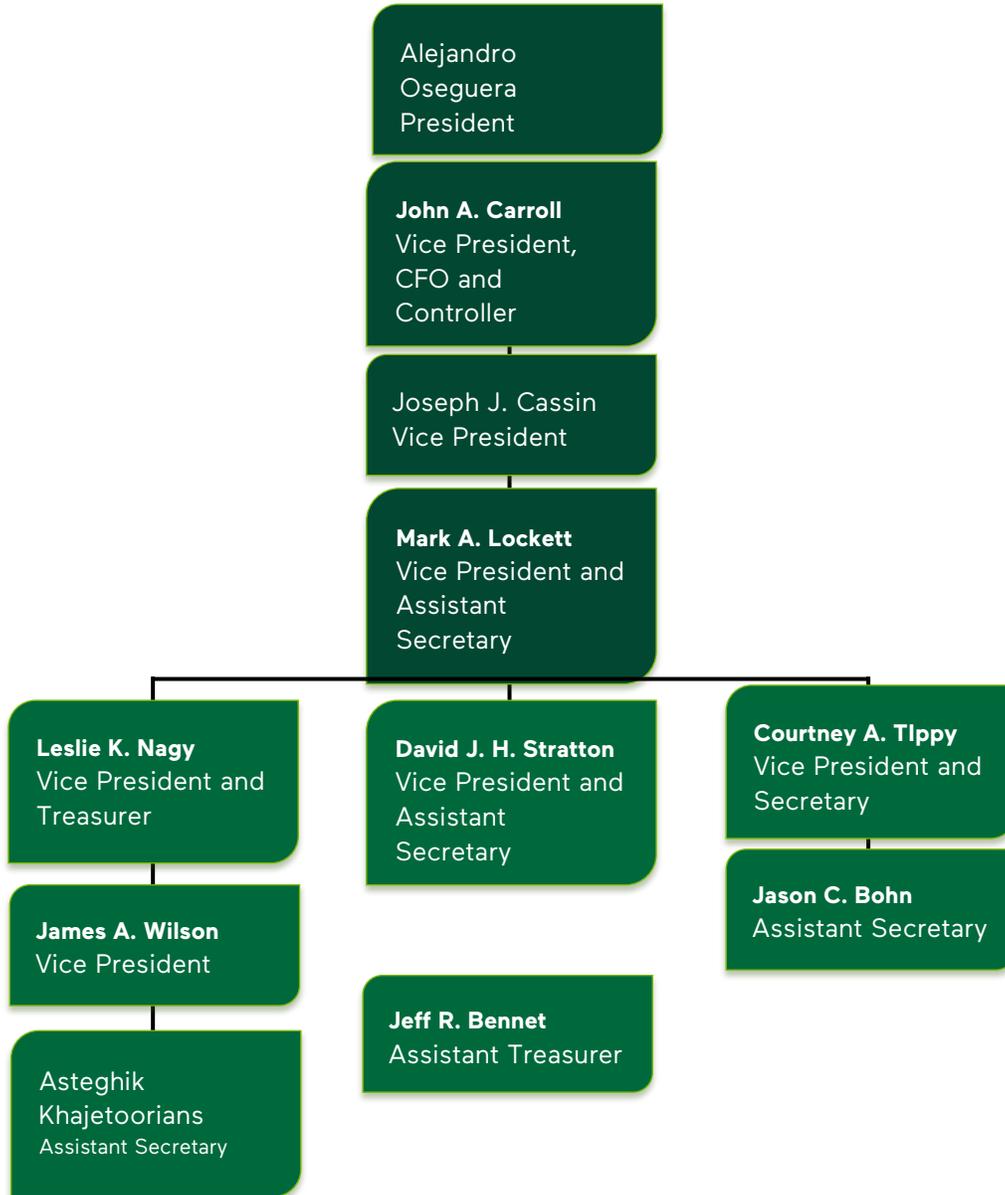
WM is a trusted environmental solutions partner for customers throughout northern California, and we provide services to many of San Leandro’s neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Customer	Contact	Address	Phone/Email
Oro Loma Sanitary District	Jimmy Dang, PE, CSDM, General Manager	2655 Grant Avenue, San Lorenzo, CA 94580	O: 510-481-6981 C: 510-755-7956
City of Hayward	Jeffrey Krump, Solid Waste Program Manager	777 B Street Hayward, CA 94541	(510) 583-4725 jeff.krump@hayward- ca.gov
San Francisco Environment Department	James Slattery C&D Zero Waste Sr. Coordinator	1155 Market St 3rd Floor, San Francisco, CA 94103	P: (415) 355-3767 james.slattery@sfgov.org

## B. Key Personnel (Attachments)

Proposers shall attach an organization chart for key personnel. At a minimum, key personnel shall include the chief executive officer (CEO), chief financial officer (CFO), president, vice-president, general manager, operations manager, and primary contract manager (e.g., primary liaison with the City) for the proposed facility, or other personnel with similar titles.

### Waste Management of Alameda County, Inc.





**Alex Oseguera | President, Waste Management of Alameda County**

**Role in Serving San Leandro:** Alex is committed to collaborative leadership. Alex has been with WM for 32 years and is currently the Area Vice President of Northern California/Northern Nevada. His tenure at WM has been marked by a series of successful leadership positions in both national and international operational roles, including Director of Government Affairs for California and Hawaii, Market Area General Manager, Director of Operations, and District

Manager.

**Qualifications and Experience:** An alumnus of Georgetown University, Alex holds a master’s degree in foreign service with a concentration in international trade and finance, which underpins his strategic approach to leadership. Alex will be based out of the NCN Area office in Lodi, California.



**Bill Avery | Area Director of Sales**

**Role in Serving San Leandro:** Bill oversees all post collection sales for Davis Street operations at WM landfills and composting facilities in WM's Northern California and Nevada region.

**Qualifications and Experience:** Bill has over 25 years of waste experience including medical waste, hazardous waste, and solid waste industry experience. He earned his BS in Criminology/Management from California State University - Fresno.



**Osvaldo Jauregui | Sr. District Manager**

**Role in Serving San Leandro:** Osvaldo Jauregui directs an experienced team to ensure all materials are processed and diverted properly at the DSTS. He provides first-in-class disposal solutions and recovery efforts for cities and customers in the entire Bay Area.

**Qualifications and Experience:** Osvaldo Jauregui has been with WM for 31 years. He has been at the forefront of various facility improvements and expansions over the years and now leads the entire team at DSTS. Osvaldo’s experience in solid waste and recovery operations has been an instrumental part of DSTS’ growth over the last two decades. He is focused on providing exceptional customer service and strengthening partnerships within the community and has been an active member of the San Leandro Chamber of Commerce since 2020.



**Todd Storti | Area Director, Recycling Operations**

**Role in Serving San Leandro:** Todd ensures San Leandro’s materials are processed thoroughly for maximum material separation and diversion. Todd is proud of the work done by WMAC’s team as they provide environmental solutions for San Leandro and all Northern California.

**Qualifications and Experience:** Todd Storti’s background consists of over 30 years' experience in California and the Bay Area with regards to solid waste, recycling, sustainability, environmental, and alternative energy. He has helped communities establish short and long-term planning to meet State programs such as Organics Diversion, Source Separated Organics, Mandatory Commercial and Multi Unit Recycling, Household Hazardous Waste (HHW) and Electronic Waste, Cal Green C&D, grant funding, and going forward with SB 1383.



**Jessica Jones | Area General Manager**

**Role in Serving San Leandro:** Jessica oversees facility management and operations at WM landfills and composting facilities in WM's Northern California and Nevada region.

**Qualifications and Experience:** Jessica has over 20 years of solid waste industry experience. She earned her BS and MS in Civil Engineering from California State University, Sacramento. Jessica is a California-licensed Civil and Structural Engineer.



**Marcus Netz | Area Director Disposal Operations**

**Role in Serving San Leandro:** Marcus is responsible for the oversight of area landfills, organics facilities, and landfill gas operations in WM’s Northern California and Nevada Region.

**Qualifications and Experience:** Marcus has over 30 years of solid waste industry experience. Prior to his current responsibilities, his duties included oversight of collection districts and recycling facilities, as well as being an IEPA certified landfill operator.



**Lisa Williams | Industrial Account Manager, Altamont Landfill**

**Role in Serving San Leandro:** Lisa is the account manager for customers that utilize Altamont Landfill.

**Qualifications and Experience:** Lisa has over 12 years of experience in the waste industry. She earned her Marketing degree at University of Utah. She resides in the Bay Area.

## C. Past Performance Record (Proposal)

### 1. Litigation and Regulatory Actions

*Describe past and pending civil, legal, regulatory, and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now, pending, or that have occurred from 2018 to the present against key personnel, proposing private or public entity, its parent company, and all subsidiaries owned by proposing entity, as applicable.*

We limited the scope of our inquiry as follows:

- The proposer’s parent (USA Waste of California, Inc.) operates throughout California, so we only included matters in our Northern California market area.
- Regarding environmental regulatory matters, we only included those that were at the level of an enforcement action (not mere NOV’s, for example). However, we did include NOV’s in Section 2 responses if there was a fine, penalty or settlement.
- Regarding employment regulatory matters, we did not include those in which an employee merely submitted a complaint to the agency, such as the EEOC. However, we did include all employment matters if they involved litigation or if the regulatory agency took enforcement action against WM.
- Regarding criminal matters, we excluded traffic related violations.
- Individual party names were omitted due to privacy and confidentiality.

<b>Matter</b>	<b>Jurisdiction</b>	<b>WM Close Date</b>	<b>Description</b>
xxxx v. Waste Management of Alameda County, Inc.	Alameda County	7/14/2022	Former employee alleged harassment based on race and wrongful termination. Matter settled.
CalRecycle v. USA Waste of California, Inc.	CalRecycle	3/20/2019	Alleged violations of California Beverage Container Recycling and Litter Reduction Act for five violations related to payment and recordkeeping requirements for California recyclable commodity credits. Matter settled.
xxxx v. USA Waste of California, Inc.	Shasta County	Open	Former employee alleges various wage and hour violations and has filed a class action.

xxxx v. Waste Management, Inc., Waste Management National Services, Inc., and USA Waste of California, Inc.	Fed. Dist. Ct. - E.D. Cal.	Open	Former employee alleges Fair Credit Reporting Act violations and has filed a class action.
xxxx v. USA Waste of California, Inc., Waste Management, Inc.	Butte County	Open	Employee alleges discrimination, wrongful discharge, and intentional infliction of emotional distress.
xxxx v. USA Waste of California, Inc., xxxx, and xxxx	San Joaquin County	4/28/2022	Former employee alleged wrongful termination, discrimination, retaliation, disparate treatment, and wage and hour claims. Matter settled.
California Sportfishing Protection Alliance v. Waste Management of Alameda County, Inc.	Fed. Dist. Ct. - N.D. Cal.	6/22/2021	Lawsuit under "citizen suit" provisions of federal Clean Water Act alleging violations of stormwater general permit at the Davis Street Transfer Station. Matter settled.
xxxx, xxxx v. Waste Management of Alameda County, Inc., Alameda County Waste Management Authority, City of San Leandro, and City of Oakland	Alameda County	12/10/2020	CEQA Challenge to permitting of WMAC organics material recovery facility (OMRF) proposed for the Davis Street Transfer Station. Matter dismissed.
xxxx v. USA Waste of California, Inc., xxxx	Fed. Dist. Ct. - E.D. Cal.	2/26/2019	Former employee alleged harassment, discrimination, retaliation, and wrongful termination. Matter dismissed.
xxxx v. USA Waste of California, Inc., xxxx	Alameda County	2/26/2019	Former employee alleged harassment, discrimination, retaliation, and wrongful termination. Matter dismissed.

xxxx v. USA Waste of California, Inc., Waste Management of California, Inc., xxxx, xxxx	Sacramento County	11/28/2018	Former employee alleged discrimination and wrongful termination. Matter settled.
xxxx v. USA Waste of California, Inc., WM Resources, Inc., Waste Management of California, Inc., xxxx	San Joaquin County	9/18/2018	Former employee alleged discrimination and wage violations. Matter settled.
xxxx v. USA Waste of California, Inc.	Nevada County	9/18/2018	Former employee alleged wrongful termination, labor code violations, unfair business practices, and intentional infliction of emotional distress. Matter settled.
Altamont 13267 Order	Sacramento County	11/9/2023	CA Central Valley Water Board issuance of Sec. 13267 Order

## 2. Payment of Fines, Penalties, Settlements, or Damages

*Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or damages of any kind paid by proposer, its parent company and subsidiaries, to public agencies from 2018 to the present, except that City may request older information if deemed necessary. For each payment, list the amount the service provider has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the service provider made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols).*

*For proposers relying on a service provider(s) or subcontractor(s) to provide proposed service(s), proposer shall provide both its and its service provider(s) and/or subcontractor(s) responses to the information required in this Section.*

*The requirements of this Section apply to:*

*a. Material processing, disposal, and transfer operations (as applicable) conducted in the Greater Bay Area (defined as Alameda, Contra Costa, Marin, Monterey, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties).*

*b. Proposers who operate in multiple counties or states with independent management structures need only report such actions in the counties listed above in subsection a.*

*c. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements of less than \$10,000, need not be disclosed.*

*The occurrence of past or pending civil, legal, regulatory, or criminal actions does not automatically disqualify a service provider from participating in this process. However, failure to report such actions, whether discovered before or after the City executes the Agreement, shall be considered a material omission and may form the basis for disqualifying a proposer or terminating the Agreement.*

- CA OSHA; Waste Management of Woodland (USA Waste of California, Inc.); Fine of \$4,550 paid in 2022 regarding improper use of an unapproved piece of equipment resulting in injury. Item removed from service and staff retrained on proper equipment procedures.
- CA OSHA; Davis Street Transfer Station (WMAC); Fine of \$11,800 paid in 2018 regarding lack of fall protection around transfer pit, lockout/tagout violations, failure to guard portable saw, lack of eyewash. Proper hazard mitigation constraints implemented and LOTO program reviewed and corrected.
- CA OSHA; Altamont Landfill (WMAC); Six citations issued 7/30/20, with penalties totaling \$2,195. Citations were for failing to have proper accessible fire extinguishers, eyewash equipment, faceplate on outlet box, relocatable power taps, and properly submitted OSHA forms. Response equipment made accessible, proper hazard mitigation constraints implemented and OSHA forms submissions corrected.
- CA OSHA; Davis Street Transfer Station (WMAC); Three citations issued 4/1/22, with penalties totaling \$970.00. Citations were for failing to certify CA OSHA form 300A for 2018 and 2019, and failing to provide adequate eye wash and/or shower equipment. Certified OSHA forms from 2018 and 2019 and provided adequate eyewash and shower equipment, as necessary.

## D. Labor Arrangements (Proposal)

*Proposers shall identify what, if any, collective bargaining agreements represent its, or their subcontractor(s)', labor forces. If so, proposer shall identify the nature of the collective bargaining agreement(s). If proposers or their subcontractor(s) anticipate new labor agreements, proposer shall describe when it or its subcontractor(s) plans to enter into any new collective bargaining agreement(s), the labor organization(s) the proposer or subcontractor(s) will work with, and the nature of the collective bargaining agreement(s).*

WM is comprised of various operating entities, some of which are party to collective bargaining agreements with unions. Each of WM's operating entities separately manages their labor relations independent of one another. In total, approximately 20% of WM's workforce is covered by collective bargaining agreements with various local unions across the U.S. and Canada.

- Teamsters Local 70 for Drivers and Operators have an agreement in place with Waste Management of Alameda County, Inc. covering the period of July 1, 2022 through June 30, 2027.
- Warehouse Union Local No. 6 ILWU for Recycling Sorters/Material Handlers and Recycling Equipment Operators. has an agreement in place with Waste Management of Alameda County, Inc. effective January 7, 2023 through June 30, 2027.
- Teamsters Local Union No. 853 has assigned ILWU Local 6 full and complete responsibility to represent Landfill Site Maintenance employees, Utility Operators, Heavy Equipment Operators, Collectors and has an agreement in place with Waste Management of Alameda County, Inc. effective June 6, 2021 through June 5, 2026.
- Teamsters Local Union No. 853 has assigned ILWU Local 6 full and complete responsibility to represent Customer Service Representatives, Cash Processing Clerks, Maintenance Clerks, Receptionists, and Data Entry Clerks, and has an agreement in place with Waste Management of Alameda County, Inc. effective September 1, 2021 through August 31, 2026.
- Machinists Automotive Trades District Lodge No. 190 of Northern California, International Association of Machinists and Aerospace Workers, East Bay Automotive Machinists Local 1546 have an agreement in place with Waste Management of Alameda County, Inc. effective October 1, 2021 through June 30, 2025.

## C. Financial Information

*Proposers shall submit the most recently-completed audited financial statements for the legal entity(ies) that would execute the draft Agreement as an attachment to the proposal. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis, shall be audited in accordance with Generally Accepted Auditing Standards by an Accountant certified in the State of California, and shall include a statement by the chief financial officer (CFO) of the entity(ies) that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.*

*Proposers may submit an electronic version of the audited financial statements or may provide a website address linking to audited financial statements if available on the proposer's website. Copies of the statements do not need to be submitted with the proposal if web access is made available and web access instructions are clearly indicated in the proposal.*

*Proposers relying on a subcontractor(s) to provide any of the services shall include both the proposer's and its subcontractor's financial information.*

### **Financial Strength: The Foundation for Our Commitment**

As a wholly-owned, indirect subsidiary of Waste Management, Inc., Waste Management of Alameda County, Inc. (WM) does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, WM is held to the most stringent regulations for accurate and timely financial disclosure.

Revenue in 2022 was \$19.7 billion, and WM has an asset base of \$31.4 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad services.

Full financial results are available on our website at [investors.wm.com](https://investors.wm.com).

WM has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for WM is characterized as stable.

WM's financial strength, as summarized above, gives San Leandro assurance that we can and will fulfill our obligations.

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- WM offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by WM using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

WM's financial strength helps us to continually advance services for all of the customers we serve, including San Leandro, and we are committed to maintaining that strength.

### Financial Annual Report Link

Please refer to the following link to our 2022 Annual Report:

<http://nasdaqomx.mobular.net/nasdaqomx/7/3586/5105/>

## D. Experience Modification Factor

*Provide documentation or proof of the proposer's worker's compensation experience modification rating for the past three years, as related to each facility proposed for City use.*

### Experience Modification Rate (EMR)

Experience Modification Rate (EMR) is a classification used by insurance providers to determine the risk potential of organizations. A company's EMR is established each year by aggregating the past costs of workplace injuries. Low EMRs are an indicator of safe working conditions. The industry standard EMR is 1.0.

Site specific EMR scores are as follows:

	2021	2022	2023	2021	2022	2023	2021	2022	2023
Site Name	TRIR	TRIR	TRIR	DART	DART	DART	Total Work Hours	Total Work Hours	Total Work Hours
Altamont Landfill & Resource Recovery Facility	1.44	4.44	1.37	1.44	4.44	1.37	138,682	135,021	145,594
Davis Street Transfer Station - San Leandro	3.38	0	6.63	2.7	0	5.97	296,018	290,942	301,473

WM's current EMR is .91 as illustrated in the following letter from Lockton Companies, LLC.



**To:** Waste Management and all entities/divisions  
800 Capitol Street, Suite 3000  
Houston, TX 77002

**Re:** Experience Modifier

To Whom It May Concern:

This letter will confirm the current Experience Modifier for Waste Management and all entities/divisions for 2024, plus the past five years:

<u>Rating Effective</u>	<u>EMR</u>
01/01/2024 - 01/01/2025	.91
01/01/2023 - 01/01/2024	.93
01/01/2022 - 01/01/2023	.92
01/01/2021 - 01/01/2022	.86
01/01/2020 - 01/01/2021	.84
01/01/2019 - 01/01/2020	.79

If you have any questions regarding the above, please do not hesitate to contact me.

Regards,

Justiana Thai  
Account Manager

LOCKTON COMPANIES, LLC  
Insurance and Risk Management Specialists  
3657 Briarpark Drive, Suite 700  
Houston, TX 77042  
713-458-5200 / FAX 713-458-5299





# 3 | TECHNICAL PROPOSAL

## Transfer/Transport

### A. Facilities

#### 1. Facility Information (Forms)

*Proposers shall complete all facility information required in the “Transfer” Tabs of Attachment A.*

Please see Attachment A.

#### 2. Facility Documents (Attachments)

*Proposers shall provide the following attachments for each facility:*

*a. A copy of the Solid Waste Facility Permit*

Please see the following pages for the Solid Waste Permit for DSTS. It covers the following operations:

- Transfer/Processing Facility
- Anaerobic Digester/In-Vessel Composting
- Wood/Green waste Grinding and Food Waste Storage/Transfer Recycling

The permit is active and currently under review by our Local Enforcement Agency, which is why a new one has not been issued yet (please see clarification).

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>01-AA-0007</b>									
<b>1. Name and Street Address of Facility:</b> Davis Street Transfer Station 2615 Davis Street San Leandro, CA 94577	<b>2. Name and Mailing Address of Operator:</b> Waste Management of Alameda County, Inc. Alameda County, Inc. 2615 Davis Street San Leandro, CA 94577	<b>3. Name and Mailing Address of Owner:</b> Waste Management of Alameda County, Inc. 172 - 98 <sup>th</sup> Avenue Oakland, CA 94603 City of San Leandro Civic Center, 835 E. 14 <sup>th</sup> Street San Leandro, CA 94577									
<b>4. Specifications:</b>											
<b>a. Permitted Operations:</b> <input checked="" type="checkbox"/> Transfer / Processing Facility (MRF) <span style="margin-left: 150px;"><input checked="" type="checkbox"/> Anaerobic Digester/In-Vessel Composting</span>		<input type="checkbox"/> Transformation Facility <input checked="" type="checkbox"/> Other: Wood/Greenwaste Grinding and Food Waste Storage/Transfer Recycling									
<b>b. Permitted Hours of Operation:</b> <b>Transfer Station:</b> Public Hours: Monday – Friday, 7 am – 5 pm; Saturday – Sunday, 8 am – 4 pm; WMAC/Non-WMAC Commercial Vehicles/Transfer Trucks: Monday through Sunday, 24 hours OMRF: Monday – Saturday 4 am – 11:59 pm (See TPR) OMCF: Monday – Friday 4 am – 11:59 pm; Saturday: one shift (See TPR) Holiday Closures (See TPR)											
<b>c. Permitted Maximum Tonnage:</b> <u>5600</u> Tons per Day											
<b>d. Permitted Traffic Volume:</b> <u>5761</u> Vehicles per Day The number represents in-bound and out-bound of each vehicle and therefore does not represent the number of vehicles accessing the site but rather the number of vehicle trips.											
<b>e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):</b>											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Total</th> <th style="width: 40%;">Transfer/Processing</th> <th style="width: 40%;">In Vessel Digestion</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Permitted Area (in acres)</td> <td style="text-align: center; padding: 2px;">53.8 acres</td> <td></td> </tr> <tr> <td style="padding: 2px;">Design Capacity (cu.yds)</td> <td style="text-align: center; padding: 2px;">See Table 2 in TPR</td> <td></td> </tr> </tbody> </table>	Total	Transfer/Processing	In Vessel Digestion	Permitted Area (in acres)	53.8 acres		Design Capacity (cu.yds)	See Table 2 in TPR		
Total	Transfer/Processing	In Vessel Digestion									
Permitted Area (in acres)	53.8 acres										
Design Capacity (cu.yds)	See Table 2 in TPR										
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.											
<b>5. Approval:</b>  Approving Officer Signature <u>Ronald Browder</u> Director, Alameda County, Department of Environmental Health	<b>6. Enforcement Agency Name and Address:</b> Alameda County Department of Environmental Health 1131 Harbor Bay Parkway Alameda, CA 94502										
<b>7. Date Received by CalRecycle:</b> August 4, 2017	<b>8. CalRecycle Concurrence Date:</b> August 11, 2017										
<b>9. Permit Issued Date:</b> <span style="color: red; font-weight: bold; font-size: 1.2em;">AUG 11 2017</span>	<b>10. Permit Review Due Date:</b> <span style="color: red; font-weight: bold; font-size: 1.2em;">AUG 11 2022</span>	<b>11. Owner/Operator Transfer Date:</b>									



<b>SOLID WASTE FACILITY PERMIT</b>	Facility Number: <b>01-AA-0007</b>																																
<p><b>12. Legal Description of Facility:</b></p> <p>Latitude: 37.71225 degrees, 41 minutes, 44 seconds; Longitude -122.19372 degrees, 11 minutes, 33 seconds, Davis Street, San Leandro, CA 94577</p> <p>Assessor Block and Lot# APN: 079A-0475-007-32 (Waste Management); 079A-0475-010-05 (City of San Leandro)</p> <p>The legal description of this facility is contained in the *Ownership and Facility Specifications of the Transfer Processing Report (TPR) dated October 14, 2016</p>																																	
<p><b>13. Findings:</b></p> <p>a. This permit is consistent with the Alameda County Integrated Waste Management Plan, which was approved by Board of the Alameda County Waste Management Authority on March 22, 2017. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a). Letter dated February 18, 2004, from the Alameda County Waste Management Authority confirms the Conformance Finding. On March 22, 2017, the Alameda County Waste Management Authority updated the Alameda County Integrated Waste Management Plan to include the Organics Facilities.</p> <p>b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.</p> <p>c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.</p> <p>d. The City of San Leandro Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.</p> <p>e. Several CEQA documents were filed with the State Clearinghouse and certified by the City of San Leandro; Mitigated Negative Declaration, February 19, 1998 (SCH#1998012037); Negative Declaration, November 2010 (SCH#2010112069); and Addendum May 18, 2017. The CEQA documents describe and support the design and operation which will be authorized by the issuance of this permit.</p> <p>f. The City of San Leandro has determined that the facility is compatible with surrounding land use through approval of Conditional Use Permit CU 76-16, March 9, 1992 and modified January 16, 2003, and CU 96-1 modified February 19, 1998. The City of San Leandro conditionally approved the Master Plan Improvements PLN2010-0026 on January 4, 2011.</p>																																	
<p><b>14. Prohibitions:</b></p> <p>The permittee is prohibited from accepting the following wastes: Hazardous, radioactive, medical (as defined in Sections 117600-118360 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information (RFI), In-Vessel Digestion Report and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.</p>																																	
<p><b>15. The following documents describe and/or restrict the operation of this facility:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Date</th> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td>Transfer Processing Report In-Vessel Digestion Report</td> <td style="text-align: center;">October 2016 October 2016</td> <td>NOI Stormwater Discharged: 201S002422 and 201S301667</td> <td style="text-align: center;">March 12, 1992</td> </tr> <tr> <td>Waste Discharge Permit No. 3-10</td> <td style="text-align: center;">June 25, 1996</td> <td>Hazardous Material Storage Permit</td> <td style="text-align: center;">Annually Renewed</td> </tr> <tr> <td>BAAQMD Permit to Operate plant #2773</td> <td style="text-align: center;">Annually renewed</td> <td>Land Use / Conditional Use Permit CU76-16 CU76-16 modified CU96-1 PL2010-0026</td> <td style="text-align: center;">Mar. 9, 1992 Jan. 16, 2003 Feb. 19, 1998 Jan. 4, 2011</td> </tr> <tr> <td><u>CEQA Documents</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ND SCH#2010112069</td> <td style="text-align: center;">Nov. 2010</td> <td></td> <td></td> </tr> <tr> <td>Addendum SCH#2010112069</td> <td style="text-align: center;">May 17, 2017</td> <td></td> <td></td> </tr> <tr> <td>MND SCH# 1998012037</td> <td style="text-align: center;">Feb. 19, 1998</td> <td></td> <td></td> </tr> </tbody> </table>			Date		Date	Transfer Processing Report In-Vessel Digestion Report	October 2016 October 2016	NOI Stormwater Discharged: 201S002422 and 201S301667	March 12, 1992	Waste Discharge Permit No. 3-10	June 25, 1996	Hazardous Material Storage Permit	Annually Renewed	BAAQMD Permit to Operate plant #2773	Annually renewed	Land Use / Conditional Use Permit CU76-16 CU76-16 modified CU96-1 PL2010-0026	Mar. 9, 1992 Jan. 16, 2003 Feb. 19, 1998 Jan. 4, 2011	<u>CEQA Documents</u>				ND SCH#2010112069	Nov. 2010			Addendum SCH#2010112069	May 17, 2017			MND SCH# 1998012037	Feb. 19, 1998		
	Date		Date																														
Transfer Processing Report In-Vessel Digestion Report	October 2016 October 2016	NOI Stormwater Discharged: 201S002422 and 201S301667	March 12, 1992																														
Waste Discharge Permit No. 3-10	June 25, 1996	Hazardous Material Storage Permit	Annually Renewed																														
BAAQMD Permit to Operate plant #2773	Annually renewed	Land Use / Conditional Use Permit CU76-16 CU76-16 modified CU96-1 PL2010-0026	Mar. 9, 1992 Jan. 16, 2003 Feb. 19, 1998 Jan. 4, 2011																														
<u>CEQA Documents</u>																																	
ND SCH#2010112069	Nov. 2010																																
Addendum SCH#2010112069	May 17, 2017																																
MND SCH# 1998012037	Feb. 19, 1998																																

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>01-AA-0007</b>
<p><b>16. Self-Monitoring:</b> The owner/operator shall submit the results of all self-monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1<sup>st</sup> quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4<sup>th</sup> quarter monitoring report, unless otherwise stated.)</p>		
Program	Reporting Frequency	
<b>General (Transfer Station, OMRF, and OMCF):</b>		
a. The number and types of vehicles using the facility per day.	Monthly	
b. Records of residual removal.	Monthly	
c. Log of special or unusual occurrences and the operator's action(s) taken to correct/resolve the problem/situation. Operator must comply with the solid waste material removal schedule (as described in Appendix N of the TPR) at the transfer pit and record the removal weekly.	Available Upon Request	
d. Logs and reports of all shutdowns greater than 8 hours other than the closed days specified in this permit.	Available Upon Request	
e. Employee training log with dates of the training and course description.	Available Upon Request	
f. Records of all public complaints regarding this facility and the operator's actions taken to resolve these complaints. The operator shall notify the EA within 24 hours in writing.	Notify EA within 24 Hours,	
g. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Available Upon Request	
h. Results of the landfill gas program associated with the closed Davis Street Landfill which is partially located under the transfer station.	Quarterly	
i. The types and quantities (in tons or cubic yards) of waste listed separately with daily totals for all materials, including separated or commingled recyclables, entering the facility per day.	Monthly	
<b>OMRF &amp; OMCF:</b>		
j. The types and quantities of feedstock (in tons or cubic yards) entering the facility per day. Feedstocks shall be listed separately with daily totals for all materials.	Monthly	
k. The types and quantities of chipped and ground material, compost, and finished compost (in tons or cubic yards) produced at the facility per day.	Quarterly	
l. The quantity of finished compost shipped offsite per day including compost overs.	Quarterly	
m. A monthly inventory of all materials on-site itemized by Active/Feedstock, Curing Compost, and Finished Compost.	Quarterly	
n. Temperature monitoring and turning records for pathogen reduction as specified in the System Specific Monitoring Plan.	Monthly	
o. Records of physical contamination and residual removal.	Monthly	
p. Records of quantities of compost disposed and the reason it was disposed.	Monthly	
q. Results of the laboratory testing for pathogen (fecal coliform and salmonella sp. densities), metal concentrations, and physical contaminants. The report shall show the name of facility, date sample taken, date and analysis was completed, results of the analysis and the ID of the pile tested.	Quarterly	

<b>SOLID WASTE FACILITY PERMIT</b>	Facility Number: <b>01-AA-0007</b>
<b>17. Enforcement Agency (EA) Conditions:</b>	
<b>GENERAL:</b>	
<p>a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.</p> <p>b. The operator shall maintain a log of special occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary and photos (if available) of any actions taken by the operator to mitigate the occurrence. The operator shall maintain a log of special occurrences for OMRF/OMCF facilities. The logs shall be available to site personnel and the EA at all times.</p> <p>c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.</p> <p>d. This permit is subject to review by the EA and may be temporarily suspended, or revoked at any time for sufficient cause in accordance with Division 30 of the PRC, Part 4, Article 2, Sections 44305 et seq. and associated regulations.</p> <p>e. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.</p> <p>f. Any change that would cause the design or operation the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.</p> <p>g. A copy of this permit and the Transfer Processing Report, including any respective future amendments, shall be available and maintained at the facility.</p> <p>h. The maximum permitted daily tonnage for this facility is <b>5600 tons per day</b>, and the operator shall not accept more than this amount without a revision of this permit.</p> <p>i. The operator must comply with the approved alternative storage time limits in the following areas as described in Appendix N of the TPR: Organics Material Recycling Facility, Public Green Waste Drop Off, Clean Wood, and the Organics Processing and Transfer Building (Includes Green Waste, Curbside and Commercial Food Waste). If the additional storage time limits increase the potential for violations, or a violation takes place, the EA reserves the right to revert to the regulatory solid waste removal of 48 hours upon receipt for materials in the above listed areas.</p> <p>j. The operator shall provide an adequate water supply for fire suppression and isolate potential ignition sources from combustible materials. Fire lanes shall be provided to allow fire control equipment access to all operation areas.</p>	
<b>TRANSFER STATION:</b>	
<p>k. Stored recyclables shall neither interfere with facility operations nor cause public health or nuisance. The EA reserves the authority to reduce the maximum storage time of recyclables as necessary to protect public health and minimize litter, vector and other nuisances.</p> <p>l. All boxes, bins, pits, tipping floors or other waste containers shall be cleaned on weekly basis to prevent the occurrence of threats to the public or nuisance caused by litter or vectors. Operator must comply with the cleaning schedule of the interior and exterior of on-site buildings as described in the TPR.</p> <p>m. Litter shall be collected and disposed so as not to create a nuisance.</p> <p>n. Doors to the Organic Transfer Building must remain closed if it causes a nuisance.</p>	
<b>OMRF/OMCF:</b>	
<p>o. A copy of this permit shall be maintained at the facility.</p> <p>p. Feedstock is limited to green waste, residential &amp; commercial food waste, the organic fraction of municipal solid waste diverted</p>	

- from MSW recycling, and digestate from anaerobic organics processing facilities or other feedstocks as described in the TPR.
- q. OMCF is limited to producing 350 tons of compost per day.
  - r. All digestate not contained in an in-vessel digester shall be processed within 24 hours of receipt or removed from the site as described in the TPR.
  - s. OMRF/OMCF structure shall be constructed and handled in a manner that limits the attraction of birds, animals, or vectors to the site.
  - t. On-site load checking shall include: inspection of random loads, regular visual inspection of wastes deposited at the facility, training of facility personnel in hazardous and prohibited waste recognition and proper hazardous waste handling procedures, recordkeeping of hazardous and prohibited wastes found. Inspection of random loads of additives, amendments, and feedstocks for contaminants by trained personnel shall be conducted on commercial and public loads on a daily basis. A record shall be maintained on each random load check with the name of the staff conducting the check, date, time, vehicle owner/operator, license plate number or VIN number, any prohibited waste found, and disposition of the prohibited waste.
  - u. Physical contaminants and refuse removed from feedstock, compost, or chipped and ground material shall be removed from the site within 7 days of receipt or sooner if it causes a nuisance as described in the TPR.
  - v. The Odor impact Minimization Plan (OIMP) shall be reviewed annually by the operator to determine if revisions are necessary. If changes to the OIMP and any operations are proposed, the *changes* must be submitted to the EA at least 30 days in advance of the change.
  - w. No compost shall leave the premises without meeting the metal concentration limits specified in Section 17896.59, the pathogen reduction requirements specified in Section 17896.60, and the physical contamination limits (effective January 1, 2018) specified in Section 17896.61. Testing of the finished compost shall be performed by a California State-certified laboratory. Test results of samples must be received by the operator prior to removing compost from the in-vessel digestion facility where it was produced.
  - x. If nuisance conditions develop with the compostable materials (such as an odorous pile), immediate measures shall be taken to mitigate the problem. Records of measures taken to deal with such conditions shall be available to the EA. If abatement cannot be achieved within 24 hours, the material shall be redirected to another facility or landfilled as appropriate. Records of such disposal shall be included with the monthly tonnage report submitted to the EA.
  - y. If nuisance conditions develop outside of the OMRF/OMCF buildings (such as odorous conditions), immediate measures shall be taken to mitigate the problem. Records of measures taken to deal with such conditions shall be available to the EA. If abatement cannot be achieved and odorous conditions continue to cause a public nuisance, the operator shall provide an alternative method to mitigate the odor (such as installation of perimeter misting systems/deodorizers/etc.) and provide revisions to the OIMP as described in condition v.

**From:** [Dang, Alvin, Env.Health](#)  
**To:** [Toy, Jordan](#)  
**Cc:** [Surdilla, Arthur, Env. Health](#)  
**Subject:** [EXTERNAL] Permit Clarification 7/26/2022  
**Date:** Tuesday, July 26, 2022 3:56:30 PM  
**Attachments:** [Outlook-ju5xkjjz.png](#)

---

Hi Jordan,

Sending this follow-up email regarding our discussion about the RFI amendment, 5-year permit review, and the current solid waste permit.

Arthur will be sending comments for the April 2021 RFI amendment later this week. Once the comments are addressed, the required documents are resubmitted, and the documents are reviewed/approved, the RFI amendment will be complete.

The documents from the TPR not included in the April 2021 RFI amendment will then have to be submitted for the 5-year permit review. The solid waste permit will be issued after the 5-year permit review process with the issuance date of the completion of the 5-year permit review. Facility Operations will not be halted due to the 5-year permit review process.

If another agency inquires about the date on the solid waste permit, they may contact ACDEH for clarification in the matter.

Please let us know if you have any further questions.

**Alvin Dang, REHS**

Registered Environmental Health Specialist  
Alameda County Department of Environmental Health  
Solid/Medical Waste Management and Body Art Programs  
1131 Harbor Bay Parkway | Alameda, California 94502  
Phone: 510-639-1330  
Fax: 510-337-9234  
alvin.dang@acgov.org  
<https://deh.acgov.org/index.page>



*b. A list of current contracts with jurisdictions for transfer capacity, the estimated annual tonnage for each, the contract expiration dates, and possible extensions for each.*

<b>Jurisdiction</b>	<b>Estimated Annual Tonnage</b>	<b>Contract Expiration Date</b>	<b>Possible Extension</b>
City of Albany	5,000 tons per year	10/2031	no discussions yet
City of Emeryville	12,000 tons per year	12/2030	no discussions yet
City of Pleasanton	95,000 tons per year	12/2029	no discussions yet
City of Berkeley	75,000 tons per year	12/2026	no discussions yet
City of Dublin	35,000 tons per year	12/2026	no discussions yet
City of Oakland	170,000 tons per year	2035	no discussions yet

## **B. Operating Conditions**

### **1. Operations Information (Forms)**

*Proposers shall complete all operational information required in the "Transfer" Tabs of Attachment A.*

Please see Attachment A.

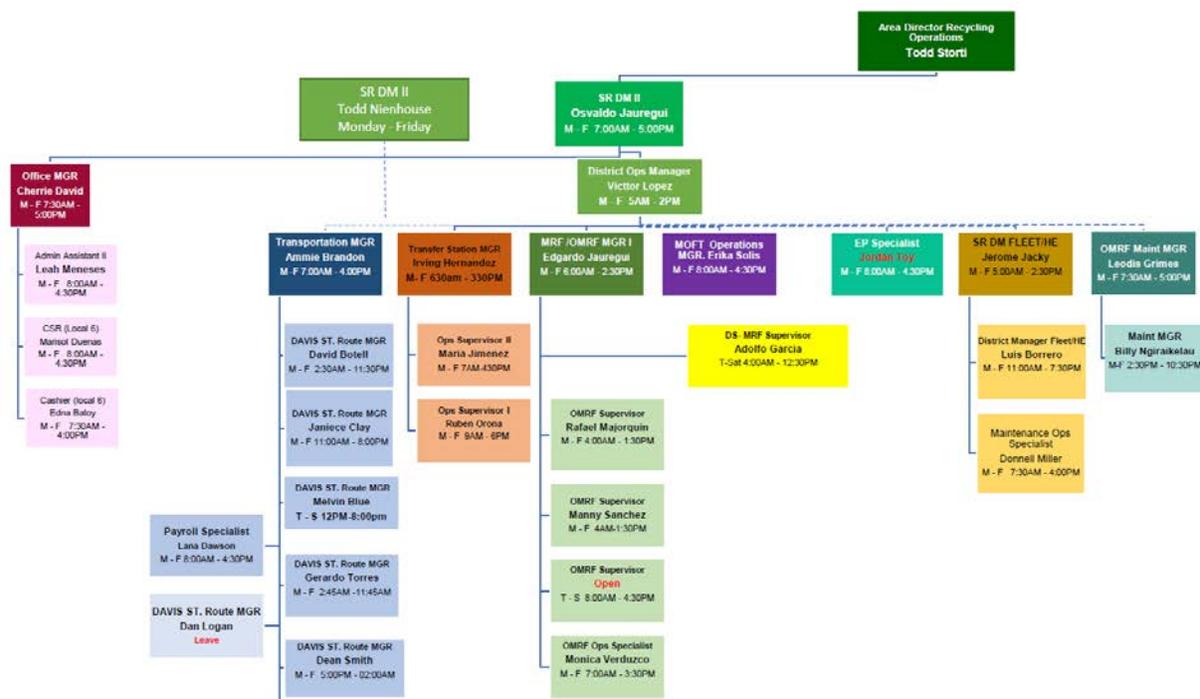
### **2. Operations Plan (Proposal)**

*In addition to the information to be provided in the technical proposal form (Attachment A), proposers shall submit an Operations Plan describing their plan to provide transfer and transport services in accordance with this RFP, Article 4 and Article 5 of the draft Agreement, and applicable law, as follows, at a minimum:*

#### **a. Personnel**

*An organization chart showing facility manager, other management and supervisory positions, and number of staff performing each function.*

The following professionals are committed to operational excellence at the Davis Street.



**b. Material Receipt and Acceptance**

*To meet the requirements of Article 4 and Article 5 of the draft Agreement, including, but not limited to receiving, accepting, and safely and lawfully transferring/transporting materials received.*

As a large volume transfer/processing facility, DSTS is required to obtain a Full Solid Waste Facility Permit (SWFP), as set forth in Title 27, Division 2, Subdivision 1, Chapter 4, Subchapter 3, Articles 2.0-3.2, (commencing with section 21570) shall, at the time of application, file a Transfer/Processing Report. This Transfer Processing Report (TPR) contains information which includes specifications of receiving, accepting, and safely and lawfully transferring/transporting materials received. The SWFP is enforced by the Alameda County Department of Environmental Health serving as the Local Enforcement Agency (LEA).

**c. Load Checking/Unpermitted Waste**

*Procedures for identifying and addressing unpermitted waste in accordance with draft Agreement Section 5.2.2, including:*

- i. Inspecting, detecting, and rejecting unpermitted waste*
- ii. Handling, transporting, and delivering unpermitted waste to an appropriate processing or disposal facility*

In accordance with 14 CCR, Section 17409.5(a), DSTS implements a load checking program. A random load-check program is in place, which currently requires that at least eight (8) loads are randomly checked weekly to identify any hazardous or unacceptable wastes such as asbestos,



treated wood and household hazardous wastes. The loads to be checked are distributed among the various haulers, waste sources, and vehicle types entering the transfer station.

- In particular, load checks are performed on Public MSW, third-party MSW, Multi-Family MSW, Commercial Dry Waste and construction and demolition debris deliveries. Load checks for these materials are conducted at the Public Disposal Area and C&D/Dry Waste/MMW MRF/OMRF.
- Load checks are also performed on Source Separated Food Waste and Green Waste. Load checks for these materials are conducted at the Organics Processing and Transfer Building. Load checks for Public Green/Wood Waste are performed in the Wood Waste Transfer Area.
- Load checks for Public Reuse and E-Waste and Recycling is performed in the Public Area Drop-Off.
- Additionally, all "suspicious" loads entering the site will be checked.

The employee performing the load-check inspection spreads the loads onto the inspection area as thinly as possible so that the majority of refuse is visible. Using rakes or other hand tools as needed, the inspector proceeds to examine the loads for any suspect hazardous or designated wastes. If no hazardous or designated wastes are discovered, the load is pushed to the working area and mixed with the regular waste. If suspected hazardous or designated wastes are discovered, then the load-check inspection team follows the proper procedure for isolating and returning the unacceptable wastes to a known generator or (if a positive identification of the generator cannot be made) packing and transporting the material to the Hazardous Waste Storage Area. All load check team members are trained in handling hazardous materials and in implementing proper procedures to protect the public.

The load checking program in effect at DSTS also applies to the OMRF operations in accordance with 14 CCR, Section 17896.25. The program includes records of load checks and the training of personnel in the recognition, proper handling, and disposition of prohibited waste. Random load check inspections for loads destined for the OMRF are currently conducted daily as indicated in the EA Conditions of the Solid Waste Facility Permit and use a similar method as described in the beginning of this section. A copy of the load checking program and copies of the load checking records for the last year will be maintained in the operating records and available for review by the appropriate regulatory agencies.

#### d. Safety

*Procedures for providing all services in a safe manner, including in accordance with Applicable Law and the insurance requirements of Draft Agreement Article 9.*

#### Putting People First with Robust Safety Programs, Technology

WM knows it is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night.

Likewise, San Leandro depends on us to safely process and dispose of their wastes while being mindful of our actions to protect the environment that we share.

This is why safety is a core value for our company and we understand the magnitude of this responsibility. We will strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.



Overall injury rates in our industry have improved substantially in recent years and WM's performance in this area has ranked among the best. You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

'Our People First' is a core commitment of WM. We commit to taking care of each other, our customers, our communities, and the environment.

For nearly 20 years, we have engaged employees on safety practices through the Mission to Zero (M2Z), where the "Zero" represents zero tolerance for unsafe actions or conditions. Based on the results of a 2021 safety culture assessment survey, WM updated our Safety Vision and Promise to be better aligned with the concept of safety as a core value. Our new Vision statement captures our desire to have all employees and community members "Get Home Safe, Every Day".

#### Get Home Safe Every Day

As a People First company, keeping our people and our communities safe is our top priority. The WM Safety Vision and Promise empowers team members to consistently think and act in ways that directly support and strengthen the safety culture at WM.

The Vision moves WM beyond a focus on compliance by cultivating a culture where health and safety are the foundation of everything we do. Safety comes first on the job, all day, every day, without compromise.



Our Safety Vision and Promise is to:



Always put safety first



Take personal ownership of safety



Champion safe operations with our words and actions



Follow all safety rules



Identify and address safety risks in advance

The behaviors in our Safety Vision and Promise protect what is most valuable to us and to our customers: health and well-being.

## Facility Safety

WM has robust safety programs to protect employees in our post-collection facilities, which include recycling facilities, transfer stations, and landfills. Worker absences and attrition pose safety risks to all employees in a facility, so we are diligent not only about keeping people safe, but also creating a workplace where people will want to stay long term.



In our recycling facilities, automation is a critical way we can improve safety. WM's investments in recycling infrastructure incorporate technology like optical sorters and robotics into these facilities. By automating some of the sorting that was once done manually, these technologies will help reduce injuries and free people up to work on other tasks.

Operations within recycling facilities pose a significant safety risk due to the threat of fires - often due to lithium-ion batteries incorrectly placed in recycling carts that can ignite when the casing is compromised. To combat this, WM uses a fire suppression technology that automatically detects fire or smoke in the recycling stream, even when no workers are present. If needed, the system deploys a foam cannon to put out flames, reducing potential risks to our people and significant damage to our facilities.

Personnel at our post-collection facilities always wear personal protective equipment (PPE) while on duty, including hard hats, reflective vests and clothing, eye/hearing protection, gloves, and dust masks when necessary.

All post-collection facilities are adequately staffed and follow life safety critical rules. Signage throughout our facilities indicate a few life critical safety rules, such as seatbelt requirements, vehicle and foot traffic flow, speed limits, vehicle distancing (minimum 15 feet), no cellphone use zones, and warnings near open landfill pits or machinery.

## Certificate of Insurance

WM secures gold-standard insurance coverage to protect our partners. Going above and beyond, we provide environmental site liability coverage, which covers all active sites that are owned or operated by WM. It offers third-party liability for bodily injury and property damage, and off-site clean-up coverage, coverage for both sudden and non-sudden pollution incidents, and transportation coverage including the loading and unloading of the vehicle. San Leandro can rest easy with WM as your service provider knowing that you are always protected by best-in-class insurance. A copy of our certificate of insurance is included on the following page.



## CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY)  
12/13/2023

<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>													
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>													
<p><b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538</p>	<p><b>CONTACT</b> NAME: PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS:</p>												
<p><b>INSURER(S) AFFORDING COVERAGE</b></p>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> Indemnity Insurance Co of North America</td> <td style="width: 20%; text-align: right;">NAIC #</td> </tr> <tr> <td><b>INSURER B:</b> ACE American Insurance Company</td> <td style="text-align: right;">43575</td> </tr> <tr> <td><b>INSURER C:</b> ACE Fire Underwriters Insurance Company</td> <td style="text-align: right;">22667</td> </tr> <tr> <td><b>INSURER D:</b> ACE Property and Casualty Insurance Company</td> <td style="text-align: right;">20702</td> </tr> <tr> <td><b>INSURER E:</b></td> <td style="text-align: right;">20699</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>		<b>INSURER A:</b> Indemnity Insurance Co of North America	NAIC #	<b>INSURER B:</b> ACE American Insurance Company	43575	<b>INSURER C:</b> ACE Fire Underwriters Insurance Company	22667	<b>INSURER D:</b> ACE Property and Casualty Insurance Company	20702	<b>INSURER E:</b>	20699	<b>INSURER F:</b>	
<b>INSURER A:</b> Indemnity Insurance Co of North America	NAIC #												
<b>INSURER B:</b> ACE American Insurance Company	43575												
<b>INSURER C:</b> ACE Fire Underwriters Insurance Company	22667												
<b>INSURER D:</b> ACE Property and Casualty Insurance Company	20702												
<b>INSURER E:</b>	20699												
<b>INSURER F:</b>													
<p><b>INSURED</b> WASTE MANAGEMENT HOLDINGS, INC. &amp; ALL AFFILIATED, 1300299 RELATED &amp; SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002</p>													

**COVERAGES CORPORATE      CERTIFICATE NUMBER: 19287819      REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G48902339	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H10822294	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	XEU G27929242 009	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C55517010 (AOS) WLR C55516881 (AZ, CA & MA) SCF C55517083 (WT)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H10822233	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

<p><b>CERTIFICATE HOLDER</b></p> <p style="text-align: center;">19287819 FOR INFORMATION PURPOSES ONLY</p>	<p><b>CANCELLATION</b></p> <p style="font-size: x-small;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center; margin-top: 20px;"> </div>
--	--



### **e. Traffic Control and Direction**

*Procedures for:*

- i. Constructing and maintaining roads from the facility entrance to scale house, and to point of unloading*
- ii. Directing on-site traffic to appropriate unloading areas to provide a safe working environment for facility, users, visitors, and employees*
- iii. Providing and maintaining roadways, signs, and personnel to facilitate safe and efficient traffic flow*
- iv. Providing for a turnaround time of no more than 20 minutes from entry to exit of the facility by City-directed vehicles*

WMAC works to minimize wait times and maximize turn-around times for all customers at the Davis Street Facility. Pursuant to 14 CCR, Section 17418.3, traffic flow through DSTS is controlled to prevent interference with and/or creation of a safety hazard on adjacent public streets and roads, or create on-site safety hazards and/or interference with waste handling operations. Public traffic accesses the site via Davis Street and traffic lanes into the site and to the scale house are designed to accommodate vehicle flow, thus preventing vehicle stacking on nearby roads. There is one outbound scale and five inbound scales at the Main Scale House. In the event traffic does begin to extend onto the public street, traffic directors are utilized to ensure that traffic is distributed fully across all inbound lanes. Transfer trucks use Business Center Drive to access.

Traffic flow through the facility shall be controlled to prevent the following:

- Interference with or creation of a safety hazard on adjacent public streets or roads,
- On-site safety hazards, and
- Interference with operations.

Traffic is controlled by facility signage and traffic directors located throughout the facility.

### **f. Scale Operation**

*Procedures for complying with the requirements of draft Agreement Section 5.2.8 including:*

- i. Maintaining motor vehicles scales and associated equipment and software*

DSTS maintains its State-certified motor vehicle scales and associated equipment and software in accordance with Applicable Law and company policy. Scales are routinely inspected and cleaned to remove any debris. Monthly inspections check for cracks in the metal or cement, as well as any shifting of the scale(s). Scale house cameras are also inspected weekly to ensure their functionality. Routine system software maintenance is regularly updated in the POS gate house workstations.

*ii. Obtaining vehicle tare weights for City-directed vehicles with periodic updating*

Tare weight is the empty weight of the vehicle including its body or container. If stored tare weights are allowed for use at the facility, the stored tare weights must be maintained in FASTLANE for each applicable vehicle. Davis Street will allow use of tare weights for uni-body collection vehicles and will update vehicle tare weights in accordance with the contract.

### **WM Fastlane Keeps Trucks Out of Lines and On the Road**

Using a proprietary gate house management software system called Fastlane, WM has developed procedures to ensure accurate, real-time data reporting focused on prompt receipt and departure of vehicles. Fastlane is specially designed for receiving, tracking, and reporting solid waste transactions at our network of facilities. Fastlane offers reporting flexibility and customization to generate meaningful, timely data for our customers.

Innovation is a cornerstone of our operations. We use a technology solution called an Application Programming Interface (API), an integration tool that allows for an unprecedented level of sharing data between systems. API allows WM's business partners, vendors, and customers (including cities and municipalities) to integrate data with their applications, mobile solutions, and business processes. API is the "middleman" that enables the sharing and exchange of waste-related information in different business areas including:



*WM gate houses quickly process vehicles.*

- Hauling related data – ticket information, service status, service confirmation, etc.
- Disposal related data – ticket status and tonnage
- Billing – invoice and payment information, etc.

Finding unique ways to enable innovation through technology and being the first in the industry to provide this kind of service, sets WM apart from competitors. Our leading-edge technologies facilitate the movement of waste through our facilities in an expedited manner.

WM maintains certified scale operations at our facilities. The Fastlane system electronically captures pertinent driver, equipment, and shipment information, including, but not limited to:

- Date and time of container receipt
- Date of disposal
- Customer name
- Type of solid waste
- Tonnage of solid waste
- Type of container (i.e., closed top container or open top container)
- Compacted or un-compacted container

WM will continue to work closely with San Leandro to ensure reporting compliance and all record sharing requests are addressed in a timely manner.

Stored tare weights are captured from the scale or input manually. Manual input should only be allowed for sites with no scales or as required to comply with contractual agreements or regulatory requirements. At a minimum, stored tare weights must be verified and updated semi-annually (every 180 days) to ensure accuracy, or more frequently if required by local laws, permit or contract. Random testing of stored tare weights should be completed on a quarterly basis and findings documented.

---

*iii. Arranging for use of substitute scales*

---

DSTS currently has 5 inbound scales and 1 outbound scale. If a scale becomes non-operational or is undergoing maintenance, traffic is redirected to the other working scales. If power goes out, an emergency generator is available to power the scales.

---

*iv. Testing and calibrating scales*

---

All facility motor vehicle scales are tested and calibrated by a third-party company on a quarterly basis.

---

*v. Weighing and recording weights for all inbound vehicles delivering materials*

---

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record all inbound vehicles delivering materials. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials. For greater efficiency, City-directed vehicles with stored tare weights usually weigh at an unattended scale to record total net weight of materials being delivered.

---

*vi. Weighing and recording weights for all outbound vehicles transporting recovered materials to market or secondary processing, and residue to the approved disposal facility*

---

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record weights for all outbound vehicles transporting recovered materials to market or secondary processing, and residue to the approved disposal facility. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials.

---

*vii. Paying disposal rates*

---

Customers are billed once or twice a month based on disposal rates set up in the internal billing system (MAS).

*viii. Maintaining scale records*

All Accounts Receivable Tickets, Bill of Lading documents, Bank deposit tickets and logs, transfer station scale tickets, and other supporting documents are sent to a 3<sup>rd</sup> party information management company to properly maintain and preserve all documents for seven (7) years. In addition, scale records can be accessed using FASTLANE CENTRAL to generate gatehouse ticketing reports.

**g. Quarantined Organic Waste**

*Describe proposer's plan for identifying and maintaining records regarding quarantined organic waste.*

The Davis Street Transfer Station (DSTS) holds an agreement (Compliance Agreement No: 01-GW-006) with the California Department of Food and Agriculture (CDFA) to help prevent the spread of pests such as Asian citrus psyllid, European grapevine moth, light brown apple moth and *Phytophthora ramorum* which present a real and ongoing threat to the agricultural industry, environment, and economy of the State of California.

The Agreement permits DSTS to self-execute the quarantine requirements as a Hauler/Transporter and Transfer Station. Among other provisions, DSTS is required to transport green waste in a vehicle or trailer in compliance with the California Vehicle Code sections 23114(a) and 23115(a), and only accept green waste from a transporter/hauler operating under a compliance agreement.

The movement of green waste must abide by the following:

- a) Movement of unprocessed green waste is regulated, and it must remain within the Quarantine Area.
- b) Movement of green waste processed incompletely (mulch) is regulated, and it must remain within the Quarantine Area.
- c) Green waste processed completely (compost) is the only form of green waste that is not regulated. Compost may move within or outside the quarantine area.
- d) Green waste resulting from EGVM regulated articles (including grape and olive) that has been pressed at 2 bars, or 28 PSI, is no longer regulated and may be distributed anywhere in California in California except vineyards located outside an EGVM quarantine area.

DSTS maintains records of certified weighmaster certificates for all shipments of green waste received from the quarantine area for a period of two years and makes them available for inspection by county, state, or federal plant regulatory officials upon request.

**h. Alternative Facility**

*Procedures for use of alternative facilities, if needed, in accordance with the requirements and limitations in draft Agreement Section 4.1.*

WM will use its Sacramento Recycling Center and Transfer Station located at 8491 Fruitridge Rd., Sacramento, CA 95826 as an alternative facility.

### **3. Expansion and/or Permit Modifications (Proposal)**

*Describe any proposed or planned facility changes, expansion plans, and/or permit modification processes that impact the proposer's services in response to this RFP.*

There are no planned facility changes that will impact the proposer's services in response to this RFP.

### **4. Invoicing (Proposal)**

*Describe proposer's process for invoicing services as provided in draft Agreement Section 8.2*

At WM, everything we do is about creating an outstanding experience for our customers. That is why we use the equipment and software that we do. The fully integrated capability of our system confirms that customer information is correct, and the overall customer experience is exceptional. For WM, our billing system is not just "back office" processing; it is the backbone of the customer's experience.

#### **An Easy-to-Understand Monthly Invoice**

To present our customers with accurate billing information in an easy-to-read format, WM redesigned our standard invoice template. Our new invoice remains fully compliant with governmental, contractual, and local requirements while also incorporating customer feedback. The most common customer request regarding our invoice was to make it easier to understand. To accomplish this, we simplified the invoice format, provided clear steps for all payment options, and include an explanation of common charges if applicable.

Please see the following example of an invoice (excerpt) for a municipality with similar service requirements as San Leandro.



# INVOICE

**Customer ID:** [REDACTED]  
**Customer Name:** [REDACTED]  
**Service Period:** DECEMBER SERVICE  
**Invoice Date:** 01/01/2024  
**Invoice Number:** [REDACTED]

<b>How to Contact Us</b>	<b>Your Payment is Due</b>	<b>Your Total Due</b>
<p style="text-align: center;"><b>Visit <a href="http://wmsolutions.com">wmsolutions.com</a></b></p> <p>Log in to manage disposal records and tonnage reports. To pay a bill or explore other online tools, visit <a href="http://wm.com/MyWM">wm.com/MyWM</a>. Have a question? Fill out the Contact Us Form at <a href="http://WMSolutions.com">WMSolutions.com</a> or contact Customer Service.</p> <div style="text-align: center;">  <p>Customer Service: (510) 638-2303</p> </div>	<p style="font-size: 24px; font-weight: bold;">01/31/2024</p> <p style="font-size: 10px;">If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.</p>	<p style="font-size: 24px; font-weight: bold;">\$ [REDACTED]</p>

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]

**IMPORTANT MESSAGES**

**Notice to California Residents** - We collect personal information in conjunction with accounts and processing of payments. You may have certain rights regarding your personal information. To learn more about your additional rights for California, effective January 1, 2023, visit [wm.com/privacy](http://wm.com/privacy). All billing disputes must be resolved within 60 days of the original invoice.

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

**WM**  
 WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
 DAVIS STREET TRANSFER STATION  
 2615 DAVIS STREET  
 SAN LEANDRO CA 94577  
 (510) 638-2303

Invoice Date	Invoice Number	Customer ID (Include with your payment)
01/01/2024	[REDACTED]	[REDACTED]
Payment Terms	Total Due	Amount
Total Due by 01/31/2024	[REDACTED]	

I2216L75

Remit To: **WM CORPORATE SERVICES, INC.**  
 AS PAYMENT AGENT  
 PO BOX 541065  
 LOS ANGELES, CA 90054-1065



## 5. Reporting (Proposal)

*Describe proposer's process for maintaining records and submitting reports to the City, such as those described in Exhibit D of the draft Agreement.*

### **Best-in-Class Reporting for San Leandro**

The key to continuous improvement is that you cannot change what you do not measure. At WM, we understand that measuring and reporting diversion, financial performance, and service delivery are key components of a successful program.

WM can provide detailed, accurate reporting in a format that is mutually agreed upon by San Leandro and WM. Typically, these reports are provided on a monthly, quarterly, and/or annual basis, but we can also submit reports to San Leandro on an ad hoc basis as requested.

Working with San Leandro staff, we can design the reports to provide easy-to-read charts that display year-over-year performance, diversion results against stated goals, and identify opportunities for improvement.

### **Sample Reports**

Following are excerpts of monthly or quarterly reports that document monthly tonnage, customer accounts, and customer service information.

**Customer Summary Report**

**Criteria:** 12/01/2023 12:00 AM to 12/31/2023 11:59 PM

**Name:** Davis Street Transfer Station - San Leandro - S04342 (USA)

**User:** wavery

**Date:** Jan 24 2024, 10:54:30 AM - Central Standard Time

**Operation Type:** Inbound

**Customer Name:**

**Ticket Type:** All

**Customer Type:** All

**PMT Category:** All

**Profile:**

Ticket Date	Ticket ID	Cust Code	MAS Unique ID	Material	Material Description	Origin	Rate	Rate Unit	Rate Qty	Yards	Tons
12/1/2023	5386680	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.23	0	1.23
12/1/2023	5386707	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.13	0	1.13
12/4/2023	5387780	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.26	0	2.26
12/4/2023	5387787	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.03	0	1.03
12/5/2023	5388685	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.53	0	1.53
12/5/2023	5388693	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.4	0	0.4
12/6/2023	5389492	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.85	0	0.85
12/6/2023	5389507	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.91	0	0.91
12/7/2023	5390335	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.36	0	1.36
12/7/2023	5390358	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.97	0	0.97
12/8/2023	5391134	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.54	0	1.54
12/8/2023	5391157	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.02	0	1.02
12/11/2023	5392166	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.89	0	0.89
12/11/2023	5392181	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.27	0	1.27
12/12/2023	5393072	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.89	0	1.89
12/12/2023	5393119	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.69	0	0.69
12/13/2023	5393947	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.28	0	1.28
12/13/2023	5393965	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.84	0	0.84
12/13/2023	5393977	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.77	0	2.77
12/14/2023	5394896	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.59	0	1.59

12/13/2023	5393891	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.83	0	1.83
12/13/2023	5394027	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.67	0	1.67
12/14/2023	5394957	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.65	0	1.65
12/14/2023	5395155	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.64	0	1.64
12/14/2023	5395234	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.22	0	1.22
12/15/2023	5395722	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.94	0	0.94
12/15/2023	5395744	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.99	0	1.99
12/15/2023	5395828	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.85	0	1.85
12/18/2023	5396800	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/18/2023	5396841	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.19	0	0.19
12/18/2023	5397415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.77	0	1.77
12/19/2023	5397735	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.51	0	1.51
12/19/2023	5397759	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.31	0	1.31
12/19/2023	5397762	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.52	0	0.52
12/19/2023	5397931	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.84	0	2.84
12/21/2023	5399375	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.56	0	1.56
12/22/2023	5400235	0016712	242318663005	S-WDT	29~Wood - Clean			TON	6.61	0	6.61
12/22/2023	5400339	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.74	0	1.74
12/22/2023	5400369	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.93	0	1.93
12/26/2023	5401338	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.89	0	0.89
12/26/2023	5401423	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.67	0	2.67
12/29/2023	5404333	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.75	0	0.75
12/29/2023	5404415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/29/2023	5404544	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.74	0	0.74
12/30/2023	5405507	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.06	0	0.06
<b>Material Total</b>	<b>46</b>								<b>70.57</b>	<b>0</b>	<b>70.57</b>
<b>Customer Total</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>
<b>Ticket Totals</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>

**Customer Summary Report**

**Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM**

**Name: Davis Street Transfer Station - San Leandro - S04342 (USA)**

**6. Additional Features (Proposal - Optional)**

*Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility.*

To help Bay Area communities meet the goals of SB 1383 mandates by 2025, WM has developed a revolutionary new back-end solution modeled after high-performing facilities in Europe: WM’s Organic Material Recovery Facility (OMRF) and the Organic Material Composting Facility (OMCF). WM can discuss these features with the City.

**WM EarthCare™ Landscape Center**

Davis Street helps to close the loop on organic materials at its WM EarthCare™ Landscape Center. The Landscape Center offers sustainable landscape products for professional landscapers and homeowners alike.

The products are made locally from 100% recycled, Bay Area-sourced organic materials. It offers compost approved for organic farming, soil blends and mulch in a variety of natural dye colors. All the products are made from locally sourced, 100% recycled materials. These materials are available for retail sale to customers, including the City.



Since 1980, Davis Street has been a leader in resource recovery and sustainability services in the Bay Area. We are proud to serve Alameda County and its communities.

### C. Other Technical Information.

#### 1. Regulatory Compliance (Attachments)

*Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, state, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.*

Agency	Contact	Expertise Area	Contact Information
CUPA	Lisa Maffei	City of San Leandro Environmental Services Section	(510)-577-6032, <a href="mailto:LMaffei@sanleandro.org">LMaffei@sanleandro.org</a>
Alameda County Waste Management Authority (StopWaste)	Elese Lebsack: Program Manager	Plant Debris Landfill Ban	(510) 891-6528, <a href="mailto:elebsack@stopwaste.org">elebsack@stopwaste.org</a>
LEA (Local Enforcement Agency)	Arthur Surdilla: Acting Supervising Hazardous Materials Specialist/ Registered Environmental Health Specialist	Oversees all LEA activities	(510) 567-6868, <a href="mailto:arthur.surdilla@acgov.org">arthur.surdilla@acgov.org</a>
	Aliya Khan: Senior Registered Environmental Health Specialist	Solid Waste Facility Permit	(510) 567-6739, <a href="mailto:Aliya.Khan@acgov.org">Aliya.Khan@acgov.org</a>
	Alvin Dang: Registered Environmental Health Specialist	Solid Waste Facility Permit	(510) 639-1330, <a href="mailto:Alvin.Dang@acgov.org">Alvin.Dang@acgov.org</a>
	David Madieros: Registered Environmental Health Specialist	Gas Monitoring/ Closed Landfill	(510-567-6735), <a href="mailto:David.Madieros@acgov.org">David.Madieros@acgov.org</a>

	Vicent Kazibwe: Registered Environmental Health Specialist	Fleet	(510) 567-6764, <a href="mailto:vicent.kazibwe@acgov.org">vicent.kazibwe@acgov.org</a>
BAAQMD	Ryan Atterbury: Site/ Program Manager		(415) 749-4670, <a href="mailto:ratterbury@baaqmd.gov">ratterbury@baaqmd.gov</a>
CalRecycle	Andrew Hurst: Supervising Senior Environmental Scientist	E-Waste Recycling Program	(916) 323-2872, <a href="mailto:Andrew.Hurst@CalRecycle.ca.gov">Andrew.Hurst@CalRecycle.ca.gov</a>
DTSC	Amalie Larsen: E- Waste Program Inspector		<a href="mailto:Amalie.Larsen@dtsc.ca.gov">Amalie.Larsen@dtsc.ca.gov</a>

## 2. Self-Haul Vouchers (Proposal)

*If the proposer's facility contains a public drop-off, please provide a distinct cost for annually providing one Self-Haul Drop-Off voucher for each single-family and multi-family customer. The cost for this service should be included as a stand-alone price and not incorporated into the proposed per-ton tip fee amount. If the City chooses to implement a drop-off voucher program, the City will negotiate with the proposer to determine a compensation method. Please include details on how the proposer will manage the program and any program limitations.*

**Self-Hauled Materials.** Upon award of transfer, transport and disposal, a resident may Dispose of Recyclable Materials, Organic Materials, Solid Waste, and C&D Debris generated in or on their own Premises with their own vehicle so long as they are in compliance with the City's Municipal Code. Each resident will be allowed up to two (2) cubic yards per year with valid identification to prove residency in the City of San Leandro for no charge to WM Davis Street Transfer Station. Any volume over two (2) cubic yards will be charged at posted gate rates.

WM can negotiate with the City of San Leandro on set dates once a year for self-haul and can include a voucher system for easy access. The designated date is important to assure we don't disrupt normal operating conditions and allow for additional staff to direct residence and ensure their safety while on WM premises. A designated San Leandro residency code will be established in our tracking system to report out the volume for self-haul on the overall reporting we supply to the City of San Leandro.

## Recyclables Processing

### A. Facilities

#### 1. Facility Information (Forms)

*Proposers shall complete all facility information required in the "Processing – 1 Recyclables" Tab of Attachment A.*

Please see Attachment A.

#### 2. Facility Documents (Attachments)

*Proposers shall provide the following attachments:*

*a. A copy of the Solid Waste Facility Permit*

Please see the following pages for the Solid Waste Permit for DSTS. It covers the following operations:

- Transfer/Processing Facility
- Anaerobic Digester/In-Vessel Composting
- Wood/Green waste Grinding and Food Waste Storage/Transfer Recycling

The permit is active and currently under review by our Local Enforcement Agency, which is why a new one has not been issued yet (please see clarification).

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>01-AA-0007</b>									
<b>1. Name and Street Address of Facility:</b> Davis Street Transfer Station 2615 Davis Street San Leandro, CA 94577	<b>2. Name and Mailing Address of Operator:</b> Waste Management of Alameda County, Inc. Alameda County, Inc. 2615 Davis Street San Leandro, CA 94577	<b>3. Name and Mailing Address of Owner:</b> Waste Management of Alameda County, Inc. 172 - 98 <sup>th</sup> Avenue Oakland, CA 94603 City of San Leandro Civic Center, 835 E. 14 <sup>th</sup> Street San Leandro, CA 94577									
<b>4. Specifications:</b>											
<b>a. Permitted Operations:</b> <input checked="" type="checkbox"/> Transfer / Processing Facility (MRF) <span style="margin-left: 150px;"><input checked="" type="checkbox"/> Anaerobic Digester/In-Vessel Composting</span>		<input type="checkbox"/> Transformation Facility <input checked="" type="checkbox"/> Other: Wood/Greenwaste Grinding and Food Waste Storage/Transfer Recycling									
<b>b. Permitted Hours of Operation:</b> <b>Transfer Station:</b> Public Hours: Monday – Friday, 7 am – 5 pm; Saturday – Sunday, 8 am – 4 pm; WMAC/Non-WMAC Commercial Vehicles/Transfer Trucks: Monday through Sunday, 24 hours OMRF: Monday – Saturday 4 am – 11:59 pm (See TPR) OMCF: Monday – Friday 4 am – 11:59 pm; Saturday: one shift (See TPR) Holiday Closures (See TPR)											
<b>c. Permitted Maximum Tonnage:</b> <u>5600</u> Tons per Day											
<b>d. Permitted Traffic Volume:</b> <u>5761</u> Vehicles per Day The number represents in-bound and out-bound of each vehicle and therefore does not represent the number of vehicles accessing the site but rather the number of vehicle trips.											
<b>e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):</b>											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Total</th> <th style="width: 33%;">Transfer/Processing</th> <th style="width: 33%;">In Vessel Digestion</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Permitted Area (in acres)</td> <td style="text-align: center; padding: 2px;">53.8 acres</td> <td></td> </tr> <tr> <td style="padding: 2px;">Design Capacity (cu.yds)</td> <td style="text-align: center; padding: 2px;">See Table 2 in TPR</td> <td></td> </tr> </tbody> </table>	Total	Transfer/Processing	In Vessel Digestion	Permitted Area (in acres)	53.8 acres		Design Capacity (cu.yds)	See Table 2 in TPR		
Total	Transfer/Processing	In Vessel Digestion									
Permitted Area (in acres)	53.8 acres										
Design Capacity (cu.yds)	See Table 2 in TPR										
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.											
<b>5. Approval:</b>  Approving Officer Signature <u>Ronald Browder</u> Director, Alameda County, Department of Environmental Health	<b>6. Enforcement Agency Name and Address:</b> Alameda County Department of Environmental Health 1131 Harbor Bay Parkway Alameda, CA 94502										
<b>7. Date Received by CalRecycle:</b> August 4, 2017	<b>8. CalRecycle Concurrence Date:</b> August 11, 2017										
<b>9. Permit Issued Date:</b> <span style="color: red; font-weight: bold; font-size: 1.2em;">AUG 11 2017</span>	<b>10. Permit Review Due Date:</b> <span style="color: red; font-weight: bold; font-size: 1.2em;">AUG 11 2022</span>	<b>11. Owner/Operator Transfer Date:</b>									



<b>SOLID WASTE FACILITY PERMIT</b>	Facility Number: <b>01-AA-0007</b>																																
<p><b>12. Legal Description of Facility:</b></p> <p>Latitude: 37.71225 degrees, 41 minutes, 44 seconds; Longitude -122.19372 degrees, 11 minutes, 33 seconds, Davis Street, San Leandro, CA 94577</p> <p>Assessor Block and Lot# APN: 079A-0475-007-32 (Waste Management); 079A-0475-010-05 (City of San Leandro)</p> <p>The legal description of this facility is contained in the *Ownership and Facility Specifications of the Transfer Processing Report (TPR) dated October 14, 2016</p>																																	
<p><b>13. Findings:</b></p> <p>a. This permit is consistent with the Alameda County Integrated Waste Management Plan, which was approved by Board of the Alameda County Waste Management Authority on March 22, 2017. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a). Letter dated February 18, 2004, from the Alameda County Waste Management Authority confirms the Conformance Finding. On March 22, 2017, the Alameda County Waste Management Authority updated the Alameda County Integrated Waste Management Plan to include the Organics Facilities.</p> <p>b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.</p> <p>c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.</p> <p>d. The City of San Leandro Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.</p> <p>e. Several CEQA documents were filed with the State Clearinghouse and certified by the City of San Leandro; Mitigated Negative Declaration, February 19, 1998 (SCH#1998012037); Negative Declaration, November 2010 (SCH#2010112069); and Addendum May 18, 2017. The CEQA documents describe and support the design and operation which will be authorized by the issuance of this permit.</p> <p>f. The City of San Leandro has determined that the facility is compatible with surrounding land use through approval of Conditional Use Permit CU 76-16, March 9, 1992 and modified January 16, 2003, and CU 96-1 modified February 19, 1998. The City of San Leandro conditionally approved the Master Plan Improvements PLN2010-0026 on January 4, 2011.</p>																																	
<p><b>14. Prohibitions:</b></p> <p>The permittee is prohibited from accepting the following wastes: Hazardous, radioactive, medical (as defined in Sections 117600-118360 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information (RFI), In-Vessel Digestion Report and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.</p>																																	
<p><b>15. The following documents describe and/or restrict the operation of this facility:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Date</th> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td>Transfer Processing Report In-Vessel Digestion Report</td> <td style="text-align: center;">October 2016 October 2016</td> <td>NOI Stormwater Discharged: 201S002422 and 201S301667</td> <td style="text-align: center;">March 12, 1992</td> </tr> <tr> <td>Waste Discharge Permit No. 3-10</td> <td style="text-align: center;">June 25, 1996</td> <td>Hazardous Material Storage Permit</td> <td style="text-align: center;">Annually Renewed</td> </tr> <tr> <td>BAAQMD Permit to Operate plant #2773</td> <td style="text-align: center;">Annually renewed</td> <td>Land Use / Conditional Use Permit CU76-16 CU76-16 modified CU96-1 PL2010-0026</td> <td style="text-align: center;">Mar. 9, 1992 Jan. 16, 2003 Feb. 19, 1998 Jan. 4, 2011</td> </tr> <tr> <td><u>CEQA Documents</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ND SCH#2010112069</td> <td style="text-align: center;">Nov. 2010</td> <td></td> <td></td> </tr> <tr> <td>Addendum SCH#2010112069</td> <td style="text-align: center;">May 17, 2017</td> <td></td> <td></td> </tr> <tr> <td>MND SCH# 1998012037</td> <td style="text-align: center;">Feb. 19, 1998</td> <td></td> <td></td> </tr> </tbody> </table>			Date		Date	Transfer Processing Report In-Vessel Digestion Report	October 2016 October 2016	NOI Stormwater Discharged: 201S002422 and 201S301667	March 12, 1992	Waste Discharge Permit No. 3-10	June 25, 1996	Hazardous Material Storage Permit	Annually Renewed	BAAQMD Permit to Operate plant #2773	Annually renewed	Land Use / Conditional Use Permit CU76-16 CU76-16 modified CU96-1 PL2010-0026	Mar. 9, 1992 Jan. 16, 2003 Feb. 19, 1998 Jan. 4, 2011	<u>CEQA Documents</u>				ND SCH#2010112069	Nov. 2010			Addendum SCH#2010112069	May 17, 2017			MND SCH# 1998012037	Feb. 19, 1998		
	Date		Date																														
Transfer Processing Report In-Vessel Digestion Report	October 2016 October 2016	NOI Stormwater Discharged: 201S002422 and 201S301667	March 12, 1992																														
Waste Discharge Permit No. 3-10	June 25, 1996	Hazardous Material Storage Permit	Annually Renewed																														
BAAQMD Permit to Operate plant #2773	Annually renewed	Land Use / Conditional Use Permit CU76-16 CU76-16 modified CU96-1 PL2010-0026	Mar. 9, 1992 Jan. 16, 2003 Feb. 19, 1998 Jan. 4, 2011																														
<u>CEQA Documents</u>																																	
ND SCH#2010112069	Nov. 2010																																
Addendum SCH#2010112069	May 17, 2017																																
MND SCH# 1998012037	Feb. 19, 1998																																

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>01-AA-0007</b>
<p><b>16. Self-Monitoring:</b> The owner/operator shall submit the results of all self-monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1<sup>st</sup> quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4<sup>th</sup> quarter monitoring report, unless otherwise stated.)</p>		
Program	Reporting Frequency	
<b>General (Transfer Station, OMRF, and OMCF):</b>		
a. The number and types of vehicles using the facility per day.	Monthly	
b. Records of residual removal.	Monthly	
c. Log of special or unusual occurrences and the operator's action(s) taken to correct/resolve the problem/situation. Operator must comply with the solid waste material removal schedule (as described in Appendix N of the TPR) at the transfer pit and record the removal weekly.	Available Upon Request	
d. Logs and reports of all shutdowns greater than 8 hours other than the closed days specified in this permit.	Available Upon Request	
e. Employee training log with dates of the training and course description.	Available Upon Request	
f. Records of all public complaints regarding this facility and the operator's actions taken to resolve these complaints. The operator shall notify the EA within 24 hours in writing.	Notify EA within 24 Hours,	
g. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Available Upon Request	
h. Results of the landfill gas program associated with the closed Davis Street Landfill which is partially located under the transfer station.	Quarterly	
i. The types and quantities (in tons or cubic yards) of waste listed separately with daily totals for all materials, including separated or commingled recyclables, entering the facility per day.	Monthly	
<b>OMRF &amp; OMCF:</b>		
j. The types and quantities of feedstock (in tons or cubic yards) entering the facility per day. Feedstocks shall be listed separately with daily totals for all materials.	Monthly	
k. The types and quantities of chipped and ground material, compost, and finished compost (in tons or cubic yards) produced at the facility per day.	Quarterly	
l. The quantity of finished compost shipped offsite per day including compost overs.	Quarterly	
m. A monthly inventory of all materials on-site itemized by Active/Feedstock, Curing Compost, and Finished Compost.	Quarterly	
n. Temperature monitoring and turning records for pathogen reduction as specified in the System Specific Monitoring Plan.	Monthly	
o. Records of physical contamination and residual removal.	Monthly	
p. Records of quantities of compost disposed and the reason it was disposed.	Monthly	
q. Results of the laboratory testing for pathogen (fecal coliform and salmonella sp. densities), metal concentrations, and physical contaminants. The report shall show the name of facility, date sample taken, date and analysis was completed, results of the analysis and the ID of the pile tested.	Quarterly	

<b>SOLID WASTE FACILITY PERMIT</b>	Facility Number: <b>01-AA-0007</b>
<b>17. Enforcement Agency (EA) Conditions:</b>	
<b>GENERAL:</b>	
<p>a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.</p> <p>b. The operator shall maintain a log of special occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary and photos (if available) of any actions taken by the operator to mitigate the occurrence. The operator shall maintain a log of special occurrences for OMRF/OMCF facilities. The logs shall be available to site personnel and the EA at all times.</p> <p>c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.</p> <p>d. This permit is subject to review by the EA and may be temporarily suspended, or revoked at any time for sufficient cause in accordance with Division 30 of the PRC, Part 4, Article 2, Sections 44305 et seq. and associated regulations.</p> <p>e. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.</p> <p>f. Any change that would cause the design or operation the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.</p> <p>g. A copy of this permit and the Transfer Processing Report, including any respective future amendments, shall be available and maintained at the facility.</p> <p>h. The maximum permitted daily tonnage for this facility is <b>5600 tons per day</b>, and the operator shall not accept more than this amount without a revision of this permit.</p> <p>i. The operator must comply with the approved alternative storage time limits in the following areas as described in Appendix N of the TPR: Organics Material Recycling Facility, Public Green Waste Drop Off, Clean Wood, and the Organics Processing and Transfer Building (Includes Green Waste, Curbside and Commercial Food Waste). If the additional storage time limits increase the potential for violations, or a violation takes place, the EA reserves the right to revert to the regulatory solid waste removal of 48 hours upon receipt for materials in the above listed areas.</p> <p>j. The operator shall provide an adequate water supply for fire suppression and isolate potential ignition sources from combustible materials. Fire lanes shall be provided to allow fire control equipment access to all operation areas.</p>	
<b>TRANSFER STATION:</b>	
<p>k. Stored recyclables shall neither interfere with facility operations nor cause public health or nuisance. The EA reserves the authority to reduce the maximum storage time of recyclables as necessary to protect public health and minimize litter, vector and other nuisances.</p> <p>l. All boxes, bins, pits, tipping floors or other waste containers shall be cleaned on weekly basis to prevent the occurrence of threats to the public or nuisance caused by litter or vectors. Operator must comply with the cleaning schedule of the interior and exterior of on-site buildings as described in the TPR.</p> <p>m. Litter shall be collected and disposed so as not to create a nuisance.</p> <p>n. Doors to the Organic Transfer Building must remain closed if it causes a nuisance.</p>	
<b>OMRF/OMCF:</b>	
<p>o. A copy of this permit shall be maintained at the facility.</p> <p>p. Feedstock is limited to green waste, residential &amp; commercial food waste, the organic fraction of municipal solid waste diverted</p>	

- from MSW recycling, and digestate from anaerobic organics processing facilities or other feedstocks as described in the TPR.
- q. OMCF is limited to producing 350 tons of compost per day.
  - r. All digestate not contained in an in-vessel digester shall be processed within 24 hours of receipt or removed from the site as described in the TPR.
  - s. OMRF/OMCF structure shall be constructed and handled in a manner that limits the attraction of birds, animals, or vectors to the site.
  - t. On-site load checking shall include: inspection of random loads, regular visual inspection of wastes deposited at the facility, training of facility personnel in hazardous and prohibited waste recognition and proper hazardous waste handling procedures, recordkeeping of hazardous and prohibited wastes found. Inspection of random loads of additives, amendments, and feedstocks for contaminants by trained personnel shall be conducted on commercial and public loads on a daily basis. A record shall be maintained on each random load check with the name of the staff conducting the check, date, time, vehicle owner/operator, license plate number or VIN number, any prohibited waste found, and disposition of the prohibited waste.
  - u. Physical contaminants and refuse removed from feedstock, compost, or chipped and ground material shall be removed from the site within 7 days of receipt or sooner if it causes a nuisance as described in the TPR.
  - v. The Odor impact Minimization Plan (OIMP) shall be reviewed annually by the operator to determine if revisions are necessary. If changes to the OIMP and any operations are proposed, the *changes* must be submitted to the EA at least 30 days in advance of the change.
  - w. No compost shall leave the premises without meeting the metal concentration limits specified in Section 17896.59, the pathogen reduction requirements specified in Section 17896.60, and the physical contamination limits (effective January 1, 2018) specified in Section 17896.61. Testing of the finished compost shall be performed by a California State-certified laboratory. Test results of samples must be received by the operator prior to removing compost from the in-vessel digestion facility where it was produced.
  - x. If nuisance conditions develop with the compostable materials (such as an odorous pile), immediate measures shall be taken to mitigate the problem. Records of measures taken to deal with such conditions shall be available to the EA. If abatement cannot be achieved within 24 hours, the material shall be redirected to another facility or landfilled as appropriate. Records of such disposal shall be included with the monthly tonnage report submitted to the EA.
  - y. If nuisance conditions develop outside of the OMRF/OMCF buildings (such as odorous conditions), immediate measures shall be taken to mitigate the problem. Records of measures taken to deal with such conditions shall be available to the EA. If abatement cannot be achieved and odorous conditions continue to cause a public nuisance, the operator shall provide an alternative method to mitigate the odor (such as installation of perimeter misting systems/deodorizers/etc.) and provide revisions to the OIMP as described in condition v.

**From:** [Dang, Alvin, Env.Health](#)  
**To:** [Toy, Jordan](#)  
**Cc:** [Surdilla, Arthur, Env. Health](#)  
**Subject:** [EXTERNAL] Permit Clarification 7/26/2022  
**Date:** Tuesday, July 26, 2022 3:56:30 PM  
**Attachments:** [Outlook-ju5xkjjz.png](#)

---

Hi Jordan,

Sending this follow-up email regarding our discussion about the RFI amendment, 5-year permit review, and the current solid waste permit.

Arthur will be sending comments for the April 2021 RFI amendment later this week. Once the comments are addressed, the required documents are resubmitted, and the documents are reviewed/approved, the RFI amendment will be complete.

The documents from the TPR not included in the April 2021 RFI amendment will then have to be submitted for the 5-year permit review. The solid waste permit will be issued after the 5-year permit review process with the issuance date of the completion of the 5-year permit review. Facility Operations will not be halted due to the 5-year permit review process.

If another agency inquires about the date on the solid waste permit, they may contact ACDEH for clarification in the matter.

Please let us know if you have any further questions.

**Alvin Dang, REHS**

Registered Environmental Health Specialist  
Alameda County Department of Environmental Health  
Solid/Medical Waste Management and Body Art Programs  
1131 Harbor Bay Parkway | Alameda, California 94502  
Phone: 510-639-1330  
Fax: 510-337-9234  
alvin.dang@acgov.org  
<https://deh.acgov.org/index.page>



*b. A list of current contracts with jurisdictions for recyclables processing capacity, the estimated annual tonnage for each, the contract expiration dates, and possible extensions for each*

Jurisdiction	Estimated Annual Tonnage	Contract Expiration	Possible Extension
City of Albany	1,892 ton annually	10/2031	No discussions yet
City of Emeryville	283 tons annually	12/2030	No discussions yet
City of Ora Loma	10,311 tons annually	1/2038	No discussions yet

**B. Operating Conditions**

**1. Operations Information (Forms)**

*Proposers shall complete all operational information required in the “Processing – 1 Recyclables” Tab of Attachment A.*

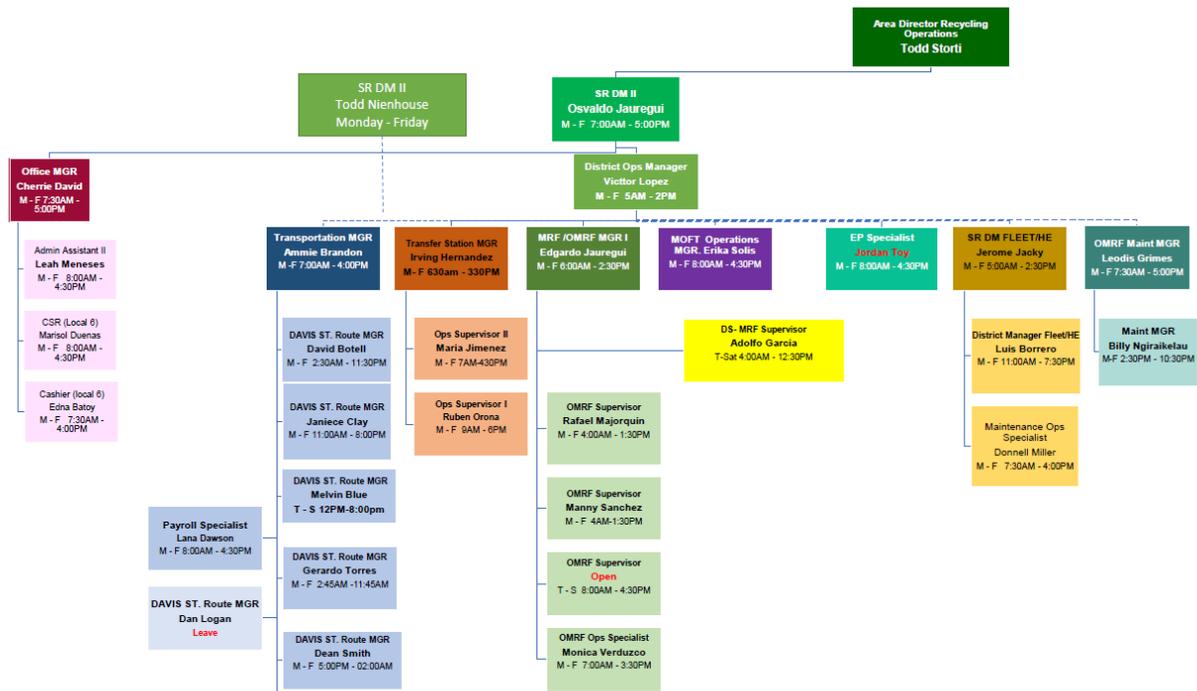
Please see Attachment A.

## 2. Operations Plan (Proposal).

In addition to the information to be provided in the technical proposal form (Attachment A), proposers shall submit an Operations Plan describing their plan to provide recyclables processing services in accordance with this RFP, Article 4, and Article 5 of the draft Agreement, and Applicable Law, as follows, at a minimum:

### a. Personnel

An organization chart showing facility manager, other management and supervisory positions, and number of staff performing each function.



### b. Material Receipt and Acceptance

To meet the requirements of Article 4 and Article 5 of the draft Agreement, including, but not limited to receiving, accepting, and safely and lawfully processing recyclable(s) materials.

As a large volume transfer/processing facility, DSTS is required to obtain a Full Solid Waste Facility Permit (SWFP), as set forth in Title 27, Division 2, Subdivision 1, Chapter 4, Subchapter 3, Articles 2.0-3.2, (commencing with section 21570) shall, at the time of application, file a Transfer/Processing Report. This Transfer Processing Report (TPR) contains information which includes specifications of receiving, accepting, and safely and lawfully transferring/transporting materials received. The SWFP is enforced by the Alameda County Department of Environmental Health serving as the Local Enforcement Agency (LEA).

### **c. Load Checking/Unpermitted Waste**

*Procedures for identifying and addressing unpermitted waste in accordance with draft Agreement 5.2.2, including:*

*i. Inspecting, detecting, and rejecting unpermitted waste*

*ii. Handling, transporting, and delivering unpermitted waste to an appropriate processing or disposal facility*

WM's Davis Street Transfer Station is required by law to conduct and document random inspections of incoming loads to assure that they do not contain hazardous wastes and other unacceptable materials. Its purpose is to protect the safety of employees.

Load check inspections are conducted in designated tipping areas throughout the facility. Examples of these tipping areas include: the Public Area, Organics Building tipping floor, DSR tipping floor, and OMRF tipping floor.

At least one (1) load check inspection is performed daily for vehicles entering the OMRF. At least eight (8) load checks are performed on a weekly basis for all other vehicles.

The following process is used for load checking/unpermitted waste:

#### **Procedure:**

1. Ensure all necessary PPE equipment is worn prior to starting procedure.
2. When a pre-selected load check is chosen, direct the vehicle to a clean area of the transfer station floor.
3. Begin the Load Inspection Program Record by completing the customer information.
4. Ask the customer to empty his load in the selected area. The load should be spread out long.
5. Notify the operator(s) in the tipping area that a load checking inspection is taking place.
6. Remain a safe distance and/or in a safe location while customer is off-loading their vehicle. Cone area off, when safe to do so.
7. Inspect the load for any unauthorized waste and remove as needed.
8. Complete the Load Inspection Record with all remaining data (no areas of the Record should be left blank).
9. Submit daily log to Operations Manager/Supervisors at the end of your shift.

Please see the following for a sample Load Inspection Program Record.



#### **d. Safety**

*Procedures for providing all services in a safe manner, including in accordance with Applicable Law and the insurance requirements of draft Agreement Article 9.*

### **Recycling Facilities Safety**

Historically, waste collection, processing, and disposal have ranked among the most dangerous occupations in North America – in fact, the U.S. federal government ranks trash and recycling collection among the top 10 most dangerous jobs in the country. Our employees who collect and process material spend much of their workday lifting heavy items and operating large vehicles and heavy machinery - all of which can lead to injuries. It is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night.

Therefore, safety is not just a priority for WM; safety is a core value for our company. We understand the magnitude of the responsibility and strive to verify that each task, piece of equipment, company policy, and procedure reinforces safe actions and behaviors.

Safety at WM recycling facilities is accomplished through a comprehensive Injury and Illness Prevention Program (IIPP), Occupational Safety and Health Administration (OSHA) Safety Regulations, WM-specific safety policies and procedures as well WM's Recycling Operations Standards that include safety precautions or policies for each designated task within our recycling facility recycling facility operations. In addition to OSHA Safety Regulations, our safety policies and procedures have been created utilizing the American National Standards Institute (ANSI) Z245 - American National Standards Equipment Technology and Operations for Wastes and Recyclable Materials.

Our recycling facilities have unique safety requirements. WM's front-line employees come in direct and frequent contact with the materials we process each day. Some of the safety precautions we train on that are unique to our material recovery facility environment include:

- Bale quality and integrity
- Safe bale stacking
- Blood borne pathogens safeguards
- Conveyer and processing machinery safety
- Fire prevention protocols
- Mobile Equipment operation safety
- Hearing conservation
- Puncture prevention
- Respiratory protection
- Tipping floor safety
- Trailer loading safety

All employees, including managers and supervisors, receive training on general and job-specific safety and health practices. Training is provided:

- Comprehensive safety orientation upon starting with

- When the IIPP is first established or is revised
- To all employees given new job assignments for which training has not previously been provided
- Whenever new substances, processes, procedures or equipment are introduced into our recycling facilities and represent a new hazard
- To supervisors to familiarize them with the safety and health hazards to which employees under their supervision may be exposed
- To all employees with respect to hazards specific to each employee's job assignment
- To all employees with respect to hazards that are located in common areas throughout our recycling facilities

Our recycling processing equipment and facilities are inspected at regular intervals. High hazard or frequently changing operations or equipment (e.g., forklifts, sorting equipment, etc.) are inspected daily and additional safety inspections are conducted monthly and annually by company compliance managers and environmental health and safety auditors.

Employees are encouraged to be active participants in their personal health and safety as well as the broader safety of our facility and workplaces. Each of our recycling facilities has an established Safety Committee that consists of at least four workers from different departments within the operation – safety teams meet monthly and are empowered to review, adopt, and implement practices as needed to maintain a safe work environment. Employees are also encouraged to inform management of existing hazards or concerns by communicating directly with their supervisor, facility manager or by calling the WM Helpline.

#### **e. Traffic Control and Direction**

*Procedures for:*

*i. Constructing and maintaining roads from the facility entrance to scale house, and to point of unloading*

In accordance with 14 CCR, Section 17409.1, the facility roads, parking areas, facility entrance to scale house, point of unloading, and the primary areas where vehicles operate are paved with asphalt or concrete. The paved areas are constructed to withstand regular cleaning and usage. A water truck is used on-site to minimize the generation of dust on the paved and non-paved areas of the site. A sweeper truck is also used during hours of operation to minimize accumulation of dirt and dust on the roads.

*ii. Directing on-site traffic to appropriate unloading areas to provide a safe working environment for facility, users, visitors, and employees*

Pursuant to 14 CCR, Section 17418.3, traffic flow through DSTS is controlled to prevent interference with and/or creation of a safety hazard on adjacent public streets and roads or create on-site safety hazards and/or interference with waste handling operations. Public traffic accesses the site via Davis Street and traffic lanes into the site and to the scale house are designed to accommodate vehicle flow, thus preventing vehicle stacking on nearby roads.

*iii. Providing and maintaining roadways, signs, and personnel to facilitate safe and efficient traffic flow*

In accordance with 14 CCR, Section 17408.1, litter control is conducted at DSTS through housekeeping measures, covered vehicle loads, and site design features. Traffic is controlled by facility signage and traffic directors located throughout the facility. Windblown paper and debris at the facility are controlled by catch fences that are located along the perimeter of the public dumping area. Company employees perform regular litter control and overall site cleanliness to maintain roadways and ensure safe and efficient traffic flow. In the event traffic begins to extend onto the public street, traffic directors are utilized to ensure that traffic is distributed fully across all inbound lanes.

*iv. Providing for a turnaround time of no more than 20 minutes from entry to exit of the facility by City-directed vehicles*

DSTS currently has five inbound motor vehicle scales and one outbound scale at the Main Scale House. Three of the inbound scales are unattended and are stationed with kiosks which allow streamlined self-service truck weighing. This allows City-directed vehicles with stored tare weights to scale in once to record their material weight and allows for efficient turnaround times.

**f. Scale Operation**

*Procedures for complying with the requirements of draft Agreement Section 5.2.8 including:*

*i. Maintaining motor vehicles scales and associated equipment and software.*

DSTS maintains its State-certified motor vehicle scales and associated equipment and software in accordance with Applicable Law and company policy. Scales are routinely inspected and cleaned to remove any debris. Monthly inspections check for cracks in the metal or cement, as well as any shifting of the scale(s). Scale house cameras are also inspected weekly to ensure their functionality. Routine system software maintenance is regularly updated in the POS gate house workstations.

*ii. Obtaining vehicle tare weights for City-directed vehicles with periodic updating.*

Tare weight is the empty weight of the vehicle including its body or container. Stored tare weights are allowed for use at the facility and are maintained in FASTLANE for each applicable vehicle. Stored tare weights are captured from the scale. At a minimum, stored tare weights are verified and updated semi-annually (every 180 days) to ensure accuracy, or more frequently if required by local laws, permit or contract. Random testing of stored tare weights is completed on a quarterly basis and findings documented.

*iii. Arranging for use of substitute scales.*

DSTS currently has five inbound scales and one outbound scale. If a scale becomes non-operational or is undergoing maintenance, traffic is redirected to the other working scales. If power goes out, an emergency generator is available to power the scales.

*iv. Testing and calibrating scales.*

All facility motor vehicle scales are tested and calibrated by third-party company on a quarterly basis.

*v. Weighing and recording weights for all inbound vehicles delivering materials.*

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record all inbound vehicles delivering materials. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials. For greater efficiency, City-directed vehicles with stored tare weights usually weigh at an unattended scale to record total net weight of materials being delivered.

*vi. Weighing and recording weights for all outbound vehicles transporting recovered materials to market or secondary processing, and residue to the approved disposal facility*

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record weights for all outbound vehicles transporting recovered materials to market or secondary processing, and residue to the approved disposal facility. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials.

*vii. Paying disposal rates*

Customers are billed once or twice per month based on disposal rates set up in the internal billing system (MAS).

*viii. Maintaining scale records*

All Accounts Receivable Tickets, Bill of Lading documents, Bank deposit tickets and logs, transfer station scale tickets, and other supporting documents are sent to a third party information management company to properly maintain and preserve all documents for seven years. In addition, scale records can be accessed using FASTLANE CENTRAL to generate gatehouse ticketing reports.

## **g. Material Processing**

### *i. Methods of processing including key equipment, sorting stations, number of sort lines, and number of personnel assigned to each line*

Number of personnel assigned to the Recyclables Processing line (MOTF) includes seven sorters, three forklift operators, two baler operators, one bale dresser, five screen cleaners, one loader operator, eight drivers, seven technicians, and four administrative staff.

Key processing equipment includes:

- Shredder
- Drum Feeder
- OCC Screen
- Glassbreaker screen
- Walair light/heavy separator
- 14 optics including all optics
- Film extraction system
- 60 transfer conveyors
- Trommel
- Ballistics 3
- Material storage cages
- 2 residue compactors
- Drum Magnet
- Belt Magnets and eddy currents
- 4 Balers total
- Four air compressors

### *ii. Description of each stage for processing methods that involve multiple stages*

Please see the following Process Flow for WM's forthcoming MRF of the Future.

#### **MRF of the Future - Process Flow**

1. Step #1 Removal of OCC (cardboard) and Bulky Items and raw material on the Building's tipping floor is fed via Front-End Loader into the Process Equipment system. The material is conveyed onto an OCC Screen by which OCC and Bulky Items are automatically removed from the stream and conveyed to a Quality Control area to remove any contaminants. Mixed rigid plastics and bulky metals are also extracted at the Quality Control area.
2. Step #2 Glass/Fines removal. The remaining raw material from Step #1 is sent to the Glass Breaker Screens, which use metal rotating discs that are designed to break the glass down to a smaller size which, after falling through the Glass Breaker Screens, is conveyed to the glass

processing area. The Glass processing area uses light-heavy density material separation to clean the glass of paper shreds and contaminants before glass is stored concrete bunkers.

3. Step #3 Multi-Step Air Classification. The remaining material from Step #2 is conveyed to Air Classifiers, which performs a light-middling-heavy density material separation to split the material into at least three streams. The heavy bulky materials are separated out first and are conveyed to a drum magnet to recover and separate ferrous metals. The second fraction (middling's) is mostly Containers (plastics, ferrous, and aluminum) and is sent to the Trommels (see Step #4 below). The Air Classifier's Overs material is predominantly ONP (newspaper) which is conveyed to a quality control area to remove contaminants.
4. **Optional** Step #4 Sizing Separation. The Middling's stream from Step #3 (mostly Containers) then undergoes a sizing separation into three different material size streams: small, medium and large.
5. Step #5 2D, 3D, and Fines Separation. Each of the three streams from the optional Step #4 Sizing separation is conveyed to a Separator that performs three separations: Fines material which is conveyed to the glass processing area, overs fraction 2D material (mostly Mixed Paper which is conveyed to a Quality Control area to eject contaminants), and 3D Material (Containers such as bottles and cans).
6. Step #6 Ferrous Removal. The 3D material from Step #5 is conveyed to a Magnet which removes ferrous material.
7. Step #7 Non-Ferrous Removal. The remaining material from Step #6 is conveyor to a Non-Ferrous Separator to eject non-ferrous metals material (mostly aluminum cans).
8. Step #8 Residual Fiber removal. The remaining material from Step #7 is conveyed to an Optical Sorter to remove any residual Fiber/Paper from the material stream. The ejected paper is conveyed to meet with the 2D Paper stream from Step #5.

**NOTE: THE SEQUENCE OF STEPS #6, #7, #8 ARE INTERCHANGEABLE**

9. Step #9 Plastics Sorting. The remaining material from Step #8 is conveyed to a Plastics Sorting area to either automatically or manually extract PET (polyethylene terephthalate), HDPE (high-density polyethylene), and PP (polypropylene) plastics materials. The extracted materials may undergo a quality control area to remove contaminants.
10. **Optional** Step #10 "Last Chance" Sorting. The remaining material from Step #9 is conveyed to a "Last Chance" sort area where any remaining commodities are extracted either manually or automatically.
11. Step #11 Rejects. The remaining material from Step #10 is residue/rejects material and is removed from the site via Compactor Box, compactor trailer, or loose-load.
12. Step #12 Commodities prepared for Shipment. The recovered materials are made ready for shipment by either the use of baling, loose-loading, or via Roll-off Container.



*iii. Process for determining which line(s) will be used for processing a given load of material*

The determination of processing for a given load is based on the classification of the material and is assigned based on generator type and/or collection container.

*iv. Detailed list of material types accepted at the recyclable materials processing facility that proposer intends to consistently process and market*

- Aluminum cans
- PET bottles with the symbol #1 – with screw tops only
- HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)
- Steel and tin cans
- Glass food and beverage containers – brown, clear, or green
- Newspaper
- Mail
- Uncoated paperboard (ex. cereal boxes; food and snack boxes)
- Uncoated printing, writing and office paper
- Old corrugated containers/cardboard (uncoated)
- Magazines, glossy inserts and pamphlets

*v. List of accepted material types that are not recyclable and will be removed as residue for disposal (“acceptable contaminants”)*

- Plastic bags and bagged materials (even if containing Recyclables)
- Plastic containers with symbols #3-#7 – empty (no expanded polystyrene).
- Porcelain and ceramics
- Soiled paper, including paper plates, cups and pizza boxes
- Expanded polystyrene
- Flexible plastic or film packaging and multi-laminated materials
- Excluded Materials or containers which contained Excluded Materials
- Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension
- Cartons
- Microwavable trays

- Coated cardboard
- Plastics unnumbered
- Coat hangers
- Yard waste, construction debris, and wood
- Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
- Napkins, paper towels, tissue, paper plates, and paper cups
- Aseptic Containers

*vi. Detailed list of material types the proposer may accept, process, and market when viable*

- Plastic bags and bagged materials (even if containing Recyclables)
- Plastic containers with symbols #3-#7 – empty
- Expanded polystyrene
- Flexible plastic or film packaging and multi-laminated materials
- Any paper Recyclable materials or pieces of paper
- Recyclables less than 4" in size in any dimension
- Cartons
- Coated cardboard
- Wood
- Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
- Aseptic Containers

*vii. Detailed list of material types not accepted at the recyclable materials processing facility*

- Household Hazardous waste materials
- Needles, syringes, IV bags or other medical supplies
- Dead animals
- Pet waste
- Propane tanks, batteries
- Light bulbs
- Glass and metal cookware/bakeware
- Hoses, cords, wires
- Mirrors, window or auto glass

- Household appliances and electronics,
- Food waste and liquids, containers containing such items

#### **h. Secondary-Processing**

##### *i. Conducting any procedures for secondary-processing of material*

Glass is projected to be transported to a secondary processor that further separates glass from the aggregate.

##### *ii. Transporting recovered materials to approved secondary processing facility(ies) and to responsible end markets*

WM represented transfer drivers would be assigned to transport the recovered materials, such as glass, to the Secondary Processor, using approved transfer vehicles and equipment.

#### **i. Disposal and Residue**

##### *i. Detailed method for determining and tracking the overall facility diversion rate and the diversion rate for materials generated in the City Service Area including initial disposal of unprocessed material and the amount of residue from each individual processing line or processing stage*

WM determines overall facility diversion rate using the gatehouse ticketing system, FASTLANE, to track all inbound and outbound tonnage of materials. The facility will determine diversion rate for materials generated in the City Service Area by regularly conducting material composition audits. This data is entered into a Material Recovery Facility (MRF) Audit Database to generate diversion reports.

##### *ii. Transporting and disposing of residue with acceptable levels of prohibited contaminants in accordance with Section 4.3 of the Draft Agreement*

WM represented transfer drivers would be assigned to transport and dispose of residue with acceptable levels of prohibited contaminants.

## **j. Recovered Material Marketing**

*i. Marketing of recovered materials directly following recyclables processing and following processing at secondary processing facilities*

*ii. Maintaining complete and accurate marketing records, including tonnage of material marketed, price, revenue received, purchaser, and specified end-use*

### **Demand for Recyclables - A World Economy and its Local Impact**

Every day we work with customers like San Leandro to collect, transport, and sort recyclables, but these local efforts are supported by global economic trends. When economies are thriving, people buy more, which increases the demand for recyclables that are used to produce new products. Also, when fuel prices are high there is a greater demand for recyclable petroleum-based products such as plastic bottles. Such economic factors and the overall strength of the global economy drive demand for recyclable material, the growth of single stream recycling infrastructure, and the expansion of collection programs at the local level. While a global market has supported recycling growth, it also means that market conditions – both positive and negative – are a reality that we must constantly manage in collaboration with our customers.

**WM is the largest recycler in North America, handling over 15 million tons of recyclables per year at 97 processing facilities.**

For more than two decades, WM has sustained recycling programs despite a persistent decline in commodity markets. We have relied heavily on the experience, relationships, and proactive efforts of our material marketing team as well as significant investments in recycling technologies to ensure our Material Recovery Facilities (MRFs) are efficiently producing the highest quality feedstock to our customers.

### **WM's Material Marketing Team**

Our Material Marketing Team has expertise in securing end markets for our customers' materials, even during difficult economic times, has proven to be invaluable for the success of North America's recycling programs.

In addition to marketing to domestic and international customers, we target new markets based on global growth trends (GDP), new regulations, and the path of manufacturing. Our team works directly with all end consumers, cutting out the middleman and maximizing our ability to market material to its highest and best use. We also work closely with our MRF operations teams to define changes in specifications and quality standards needed to market material. This allows our operations team to confirm the processing standards we utilize to yield material that can be sold.

WM's materials marketing team will consistently and aggressively:

- Explore all potential short and long-term material sales options.
- Maintain an accurate and detailed compilation of end markets, market opportunities, and material market specifications.

- Negotiate and sell materials in an honest, forthright manner to our customers, for the best possible prices on behalf of our projects.
- Provide material marketing services that meet customer requirements and help sustain the dependability and long-term sustainability of programs.

### **Sustainable Outlets Growing Domestically**

Since China's retreat from the import market in 2018, domestic markets have slowly begun to come online - particularly for paper and plastic. New and expanded paper mills in the U.S. are using more curbside mixed paper and cardboard while the growing economy in the U.S. and the growth of e-commerce further bolsters fiber markets.

At the same time, pressure on the plastic industry has increased demand for most plastic bottles. Manufacturers who have made commitments to using post-consumer content in their bottles to reduce GHG emissions and marine debris are stepping up to purchase more post-consumer plastic.

### **Our Position on Plastic Exports**

WM has responded to market challenges by redirecting our efforts to establish responsible, domestic solutions for plastics.

Nearly 82% of recyclables (paper and plastic) we collect are sold to domestic markets for processing and no plastics collected on our residential routes and processed at WM single stream MRFs are sent outside North America. Where there is no market, after we have exhausted every effort, we are disposing of this material responsibly.

As your service provider, WM will be San Leandro's advocate for proper management of materials through end of life.

### **k. Quarantined Organic Waste**

*Describe proposer's plan for identifying and maintaining records regarding quarantined organic waste.*

The Davis Street Transfer Station (DSTS) holds an agreement (Compliance Agreement No: 01-GW-006) with the California Department of Food and Agriculture (CDFA) to help prevent the spread of pests such as Asian citrus psyllid, European grapevine moth, light brown apple moth and *Phytophthora ramorum* which present a real and ongoing threat to the agricultural industry, environment, and economy of the State of California.

The Agreement permits DSTS to self-execute the quarantine requirements as a Hauler/Transporter and Transfer Station. Among other provisions, DSTS is required to transport green waste in a vehicle or trailer in compliance with the California Vehicle Code sections 23114(a) and 23115(a), and only accept green waste from a transporter/hauler operating under a compliance agreement.

The movement of green waste must abide by the following:

- a) Movement of unprocessed green waste is regulated, and it must remain within the Quarantine Area.
- b) Movement of green waste processed incompletely (mulch) is regulated, and it must remain within the Quarantine Area.
- c) Green waste processed completely (compost) is the only form of green waste that is not regulated. Compost may move within or outside the quarantine area.

- d) Green waste resulting from EGVM regulated articles (including grape and olive) that has been pressed at 2 bars, or 28 PSI, is no longer regulated and may be distributed anywhere in California in California except vineyards located outside an EGVM quarantine area.

DSTS maintains records of certified weighmaster certificates for all shipments of green waste received from the quarantine area for a period of two years and makes them available for inspection by county, state, or federal plant regulatory officials upon request.

### **I. Alternative Facility**

*Procedures for use of alternative facilities, if needed, in accordance with the requirements and limitations in draft Agreement Section 4.1.*

WM will use its Sacramento Recycling Center and Transfer Station located at 8491 Fruitridge Rd., Sacramento, CA 95826 as an alternative facility.

### **m. Allocation Method**

*Proposed process for allocating recovered materials and disposal/residue tonnages to the City versus to other facility users as provided in draft Agreement Section 4.3.D.*

The facility will calculate allocation of materials recovered and disposal/residue tonnages from the City by accessing scale records to determine inbound and outbound tonnages and applying a percentage from the total inbound and outbound materials received at the facility for a certain period of time.

## **3. Expansion and/or Permit Modifications (Proposal)**

*Describe any proposed or planned facility changes, expansion plans, and/or permit modification processes that impact the proposer's services in response to this RFP.*

Upcoming facility changes/projects to DSR in 2024:

- MOFT
- DSR Sprinkler Upgrade.
- DSR Roof/Building Renovation
- Camera Replacement
- Lightning project.
- Completing upgrades and enhancements to DSR breakroom, bathrooms, and scale facility.

## 4. Invoicing (Proposal)

*Describe proposer's process for invoicing services as provided in Draft Agreement Section 8.2.*

At WM, everything we do is about creating an outstanding experience for our customers. That is why we use the equipment and software that we do. The fully integrated capability of our system confirms that customer information is correct, and the overall customer experience is exceptional. For WM, our billing system is not just "back office" processing; it is the backbone of the customer's experience.

WM utilizes Mid-America Systems (MAS) as our customer billing system. MAS software operates on an IBM iSeries AS400 Platform, running i5/OS version 7.1. It can be accessed through a secure, internet VPN-based connection 24 hours each day, 7 days a week.

### WM's Billing System Features and Benefits

**Fully Integrated Billing.** MAS integrates all billing, routing, and customer service information into one operating system. WM's invoice format is based on extensive research, customer feedback, and field testing. Our invoices provide the opportunity to create custom billing inserts and messages that are tailor-made for San Leandro. For online customers, we post electronic versions of the inserts to their online invoice for a total "green" experience.

**Reliability and Redundancy.** We perform ongoing data quality assurance audits to confirm that all information is accurate and up-to-date. Our billing system data, like all our critical systems, are continuously backed up to reduce the risk of data loss.

**Efficient Route Sequencing.** Electronic route logs are generated from billing data every day to confirm service accuracy. These electronic records are downloaded to the drivers' tablets nightly. New customers and customers with service level changes are placed at the top of the driver's route screen to highlight the change in the driver's route. Each customer is assigned a unique account number that tracks detailed information, including contact information, size and quantity of containers, and service history. Route information is viewable in MAS.

**Accurate Service.** MAS connects seamlessly with our receivables processing system. Customers remit their payments to WM's regional payment center. The payment is immediately processed so customer service representatives can access a customer's account online and promptly respond to any billing questions.

**24/7 Online Bill Pay Option.** WM offers a safe, secure, convenient online bill paying system, allowing customers to pay their bill online, 24 hours a day, 7 days a week.

### An Easy-to-Understand Monthly Invoice

To present our customers with accurate billing information in an easy-to-read format, WM redesigned our standard invoice template. Our new invoice remains fully compliant with governmental, contractual, and local requirements while also incorporating customer feedback. The most common customer request regarding our invoice was to make it easier to understand. To accomplish this, we

simplified the invoice format, provided clear steps for all payment options, and include an explanation of common charges if applicable.

## **SIMPLE GUIDE TO YOUR INVOICE** (FRONT)

---

**1** **Customer ID**  
Unique identifier for your account.

**2** **Billing Period**  
Shows the billing cycle dates for this invoice.

**3** **Contact Information**  
We're always here to help, either online or by phone.

**4** **What Do I Owe and When**  
Quickly see the total and when it is due.

**5** **Account Overview**  
A quick summary of your monthly charges. A full breakdown is in the details section below.

**6** **Detailed Account Activity**  
Information by service location, including all services, credits, and additional charges.

**7** **Payment Coupon**  
If paying by mail, this is the portion of your paper invoice you return with payment.



# INVOICE

Page 1 of 3

**Customer ID:** 4-83172-53009  
**Customer Name:** WM CUSTOMER  
**Service Period:** DATES HERE  
**Invoice Date:** DATE HERE  
**Invoice Number:** 7761746-2479-6

1

2

**How to Contact Us**

Visit [wm.com/MyWM](http://wm.com/MyWM)

Create a My WM profile for easy access to your pickup schedule, service reports and online tools for billing and more. Have a question? Check our support center or start a chat.

Customer Service: (866) 797-9018

**Your Payment is Due**

DATE HERE

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due**

\$XXXXXX

Previous Balance  
XXXXXX

Payments  
XXXXXX

Adjustments  
0.00

Current Invoice Charges  
XXXXXX

Total Account Balance Due  
XXXXXX

DETAILS OF SERVICE

**Details for Service Location:** Customer ID: 4-83172-53009  
**CUSTOMER NAME, CUSTOMER ADDRESS** PO #: PO1140428

Description	Date	Ticket	Quantity	Amount
Disposal	XX/XX/XX		XXXX	XXXX
Curb Service	XX/XX/XX		XXXX	XXXX
Curb Service	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX

----- Please detach and send the lower portion with payment --- (no cash or staples) -----



WASTE MANAGEMENT  
PO BOX 42090  
PHOENIX, AZ 85080  
(866) 797-9018  
(RRR) 879-0429 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
DATE HERE	7761746-2479-6	4-83172-53009
Payment Terms	Total Due	Amount
Total Due by XX/XX/XXXX	\$XXXXXX	

2479000048317253009077617460002085455000041781527 8

I1734R56

WM CUSTOMER  
WM CUSTOMER ADDRESS

Remit To: **WM**  
PO BOX 4647  
CAROL STREAM, IL 60197-4647

710-0048533-2479-6  
Printed on recycled paper.

## 5. Reporting (Proposal)

Describe proposer's process for maintaining records and submitting reports to the City, such as those described in Exhibit D of the draft Agreement.

The key to continuous improvement is that you cannot change what you do not measure. At WM, we understand that measuring and reporting diversion, financial performance, and service delivery are key components of a successful program.



WM can provide detailed, accurate reporting in a format that is mutually agreed upon by San Leandro and WM. Typically, these reports are provided on a monthly, quarterly, and/or annual basis, but we can also submit reports to San Leandro on an ad hoc basis as requested.

## Sample Reports

Following are excerpts of monthly or quarterly reports that document monthly tonnage, customer accounts, and customer service information.

### Customer Summary Report

Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM

Name: Davis Street Transfer Station - San Leandro - S04342 (USA)

User: wavery

Date: Jan 24 2024, 10:54:30 AM - Central Standard Time

Operation Type: Inbound

Customer Name:

Ticket Type: All

Customer Type: All

PMT Category: All

Profile:

Ticket Date	Ticket ID	Cust Code	MAS Unique ID	Material	Material Description	Origin	Rate	Rate Unit	Rate Qty	Yards	Tons
12/1/2023	5386680	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.23	0	1.23
12/1/2023	5386707	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.13	0	1.13
12/4/2023	5387780	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.26	0	2.26
12/4/2023	5387787	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.03	0	1.03
12/5/2023	5388685	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.53	0	1.53
12/5/2023	5388693	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.4	0	0.4
12/6/2023	5389492	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.85	0	0.85
12/6/2023	5389507	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.91	0	0.91
12/7/2023	5390335	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.36	0	1.36
12/7/2023	5390358	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.97	0	0.97
12/8/2023	5391134	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.54	0	1.54
12/8/2023	5391157	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.02	0	1.02
12/11/2023	5392166	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.89	0	0.89
12/11/2023	5392181	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.27	0	1.27
12/12/2023	5393072	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.89	0	1.89
12/12/2023	5393119	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.69	0	0.69
12/13/2023	5393947	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.28	0	1.28
12/13/2023	5393965	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.84	0	0.84
12/13/2023	5393977	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.77	0	2.77
12/14/2023	5394896	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.59	0	1.59

12/13/2023	5393891	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.83	0	1.83
12/13/2023	5394027	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.67	0	1.67
12/14/2023	5394957	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.65	0	1.65
12/14/2023	5395155	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.64	0	1.64
12/14/2023	5395234	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.22	0	1.22
12/15/2023	5395722	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.94	0	0.94
12/15/2023	5395744	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.99	0	1.99
12/15/2023	5395828	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.85	0	1.85
12/18/2023	5396800	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/18/2023	5396841	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.19	0	0.19
12/18/2023	5397415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.77	0	1.77
12/19/2023	5397735	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.51	0	1.51
12/19/2023	5397759	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.31	0	1.31
12/19/2023	5397762	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.52	0	0.52
12/19/2023	5397931	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.84	0	2.84
12/21/2023	5399375	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.56	0	1.56
12/22/2023	5400235	0016712	242318663005	S-WDT	29~Wood - Clean			TON	6.61	0	6.61
12/22/2023	5400339	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.74	0	1.74
12/22/2023	5400369	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.93	0	1.93
12/26/2023	5401338	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.89	0	0.89
12/26/2023	5401423	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.67	0	2.67
12/29/2023	5404333	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.75	0	0.75
12/29/2023	5404415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/29/2023	5404544	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.74	0	0.74
12/30/2023	5405507	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.06	0	0.06
<b>Material Total</b>	<b>46</b>								<b>70.57</b>	<b>0</b>	<b>70.57</b>
<b>Customer Total</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>
<b>Ticket Totals</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>

**Customer Summary Report**

**Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM**

**Name: Davis Street Transfer Station - San Leandro - S04342 (USA)**

## 6. Additional Features (Proposal - Optional)

*Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility.*

StopWaste is a public agency that works to reduce waste in Alameda County through tours, education, and events. DSTS houses a StopWaste education center on site and opens sections of the facility for the StopWaste guided tours with students of all ages.

## C. Other Technical Information

### 1. Regulatory Compliance (Attachments)

Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, state, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.

Agency	Contact	Expertise Area	Contact Information
CUPA	Lisa Maffei	City of San Leandro Environmental Services Section	(510)-577-6032, <a href="mailto:LMaffei@sanleandro.org">LMaffei@sanleandro.org</a>
Alameda County Waste Management Authority (StopWaste)	Elese Lebsack: Program Manager	Plant Debris Landfill Ban	(510) 891-6528, <a href="mailto:elebsack@stopwaste.org">elebsack@stopwaste.org</a>
LEA (Local Enforcement Agency)	Arthur Surdilla: Acting Supervising Hazardous Materials Specialist/ Registered Environmental Health Specialist	Oversees all LEA activities	(510) 567-6868, <a href="mailto:arthur.surdilla@acgov.org">arthur.surdilla@acgov.org</a>
	Aliya Khan: Senior Registered Environmental Health Specialist	Solid Waste Facility Permit	(510) 567-6739, <a href="mailto:Aliya.Khan@acgov.org">Aliya.Khan@acgov.org</a>
	Alvin Dang: Registered Environmental Health Specialist	Solid Waste Facility Permit	(510) 639-1330, <a href="mailto:Alvin.Dang@acgov.org">Alvin.Dang@acgov.org</a>
	David Madieros: Registered Environmental Health Specialist	Gas Monitoring/ Closed Landfill	(510-567-6735), <a href="mailto:David.Madieros@acgov.org">David.Madieros@acgov.org</a>
	Vicent Kazibwe: Registered Environmental Health Specialist	Fleet	(510) 567-6764, <a href="mailto:vicent.kazibwe@acgov.org">vicent.kazibwe@acgov.org</a>

BAAQMD	Ryan Atterbury: Site/ Program Manager		(415) 749-4670, <a href="mailto:ratterbury@baaqmd.gov">ratterbury@baaqmd.gov</a>
CalRecycle	Andrew Hurst: Supervising Senior Environmental Scientist	E-Waste Recycling Program	(916) 323-2872, <a href="mailto:Andrew.Hurst@CalRecycle.ca.gov">Andrew.Hurst@CalRecycle.ca.gov</a>
DTSC	Amalie Larsen: E- Waste Program Inspector		<a href="mailto:Amalie.Larsen@dtsc.ca.gov">Amalie.Larsen@dtsc.ca.gov</a>

## Organics Processing

### A. Facilities

#### 1. Facility Information (Forms)

*Proposers shall complete all facility information required in the "Processing – 2 Organics" Tab of Attachment A.*

Please see Attachment A.

#### 2. Title 14 Contamination Standards (Attachments)

*Provide documentation that the facility meets California Code of Regulations Title 14 requirements regulating the amount of contaminants remaining in finished compost products generated at the facility.*

WM composting facilities in California are The Altamont CASP is regulated by the California Department of Food and Agriculture (CDFA) because the finished compost product produced is certified for use on organic farms, and is listed as an organic input material by the Organic Materials Review Institute (OMRI). CDFA requires finished compost is at a minimum required to meet the requirements for contaminants under Title 14.

#### 3. Facility Documents (Attachments)

*Proposers shall provide the following attachments:*

*a. A copy of the Solid Waste Facility Permit*

Please see the following pages for a copy of the permit.



<b>SOLID WASTE FACILITY PERMIT</b>	Facility Number: <b>01-AA-0325</b>																								
<p><b>12. Legal Description of Facility:</b></p> <p>Latitude: 37 degrees, 45 minutes, 18.0246 seconds; Longitude: -121 degrees, 39 minutes, 11.124 seconds, Altamont Pass Road, Livermore.</p> <p>The 60.5-acre Compostable Material Handling Facility site is included within the Legal Description of the 2064-acre permitted area at Altamont Landfill. (APN:99B-6275-1-1)</p> <p>The legal description of this facility is contained in Section 1.5 of the Report of Composting Site Information (RCSI) dated February 14, 2017.</p>																									
<p><b>13. Findings:</b></p> <ul style="list-style-type: none"> <li>a. This permit is consistent with the Alameda County Integrated Waste Management Plan, which was approved by Board of the Alameda County Waste Management Authority on <u>January 25, 2017</u>. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a).</li> <li>b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.</li> <li>c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.</li> <li>d. The Alameda County Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.</li> <li>e. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH # 2011072021) and certified by Alameda County Planning Department on March 18, 2013. A Notice of Determination was filed with the State Clearinghouse on March 21, 2013.</li> </ul>																									
<p><b>14. Prohibitions:</b></p> <p>The permittee is prohibited from accepting the following wastes: Hazardous, radioactive, medical (as defined in Sections 11760-118360 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Composting Site Information (RCSI) and approved amendments thereto and as approved by the enforcement agency.</p>																									
<p><b>15. The following documents describe and/or restrict the operation of this facility:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 15%; text-align: center;">Date</th> <th style="width: 35%;"></th> <th style="width: 15%; text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td>Report of Composting Site Information (RCSI)</td> <td style="text-align: center;">February 14, 2017</td> <td style="text-align: center;">BAAQMD Permit to Operate #25812 (Compost)</td> <td style="text-align: center;">pending</td> </tr> <tr> <td>Waste Discharge Requirements Order No. 95-1 10</td> <td style="text-align: center;">2014-0057-DWQ Rev. pending</td> <td style="text-align: center;">CoIWMP Updated CoIWMP</td> <td style="text-align: center;">Feb. 26, 2003 Jan 25, 2017</td> </tr> <tr> <td>Conditional Use Permit</td> <td style="text-align: center;">PLN2010-00041 (Resolution#13-09)</td> <td></td> <td></td> </tr> <tr> <td>Mitigated Negative Declaration (SCH# 2011072021)</td> <td style="text-align: center;">March 18, 2013</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Date		Date	Report of Composting Site Information (RCSI)	February 14, 2017	BAAQMD Permit to Operate #25812 (Compost)	pending	Waste Discharge Requirements Order No. 95-1 10	2014-0057-DWQ Rev. pending	CoIWMP Updated CoIWMP	Feb. 26, 2003 Jan 25, 2017	Conditional Use Permit	PLN2010-00041 (Resolution#13-09)			Mitigated Negative Declaration (SCH# 2011072021)	March 18, 2013						
	Date		Date																						
Report of Composting Site Information (RCSI)	February 14, 2017	BAAQMD Permit to Operate #25812 (Compost)	pending																						
Waste Discharge Requirements Order No. 95-1 10	2014-0057-DWQ Rev. pending	CoIWMP Updated CoIWMP	Feb. 26, 2003 Jan 25, 2017																						
Conditional Use Permit	PLN2010-00041 (Resolution#13-09)																								
Mitigated Negative Declaration (SCH# 2011072021)	March 18, 2013																								

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>01-AA-0325</b>
<p><b>16. Self Monitoring:</b> The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1<sup>st</sup> quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4<sup>th</sup> quarter monitoring report, unless otherwise stated.)</p>		
Program	Reporting Frequency	
a. The types and quantities of feedstock (in yards or tons) entering the facility per day and the types and quantities of feedstock (in yards or tons) incorporated into the compost pile per day. Feedstocks shall be listed separately with daily totals for all materials.	Monthly	
b. The types and quantities of chipped and ground material, compost, and finished compost (in yards or tons) produced at the facility per day.	Quarterly	
c. The quantity of finished compost shipped offsite per day including compost overs.	Quarterly	
d. A monthly inventory of all materials on-site itemized by Feedstock, Active Compost, Curing Compost, and Finished Compost.	Quarterly	
e. The number and types of vehicles using the facility per day.	Monthly	
f. Records of all public complaints regarding this facility and the operator's actions taken to resolve these complaints. The operator shall notify the LEA within 24 hours in writing.	Per Occurrence or within 24 hours of receipt	
g. Records of physical contamination and residual removal.	Monthly	
h. Records of quantities of compost disposed at the site or another site and the reason it was disposed.	Monthly	
i. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Available upon request	
j. Logs and reports of all shutdowns other than the closed days specified in this permit.	Available upon request	
k. Logs of special or unusual occurrences and the operator's action(s) taken to correct/resolve the problem/situation.	Available upon request	
l. An employee training log with dates of the training and course description shall be maintained and kept current.	Available upon request	
m. Results of the laboratory testing for pathogen (fecal coliform and salmonella sp. densities), metal concentrations, and physical contaminants. The report shall show the name of facility, date sample taken, date and analysis was completed, results of the analysis and the ID of the pile tested.	Quarterly	

## SOLID WASTE FACILITY PERMIT

Facility Number:

01-AA-0325

### 17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all Compostable Materials Handling Operating Standards for compostable material handling as specified in Title 14, Chapter 3.1, California Code of Regulations and the terms and conditions of this permit.
- b. A copy of this permit and the LEA approved RCSI shall be maintained at the facility.
- c. This permit is subject to review by the EA and may be temporarily suspended or revoked at any time by the EA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq. and associated regulations.
- d. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- e. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- f. The EA reserves the right to suspend or modify feedstock receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- g. The maximum permitted daily tonnage for this facility is 500 tons per day, and shall not receive more than this amount without a revision of this permit. Feedstock is limited to green waste, clean dimensional lumber, agricultural materials (e.g. grape pomace & animal manures), residential & commercial food waste, mixed solid waste organics diverted from MSW recycling, digestate from anaerobic organics processing facilities. The maximum volume of compost feedstock, active, curing and finished compost that may be stored on-site at any one time is 346,700 cubic yards.
- h. All incoming materials shall be processed within 72 hours of receipt.
- i. Windblown litter shall be collected and disposed to prevent a nuisance.
- j. Covered Aerated Static Piles (CASP) shall be constructed and handled in a manner that limits the attraction of birds, animals, or vectors to the site.
- k. An attendant shall be on duty during business hours when the facility is open to the public.
- l. The operator shall maintain a log of special occurrences. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- m. The operator shall notify the LEA at least 48 hours prior to scheduled shutdowns and within 24 hours of unscheduled shutdowns. A record of these shutdowns shall be maintained with the special occurrence log and be available for review at all times.
- n. On-site load checking shall include: inspection of random loads, regular visual inspection of wastes received at the facility, training of facility personnel in hazardous and prohibited waste recognition and proper hazardous waste handling procedures, recordkeeping of hazardous and prohibited wastes found. Inspection of random loads of additives, amendments, and feedstocks for contaminants by trained personnel shall be conducted on commercial and public loads on a daily basis. A record shall be maintained on each random load check with the name of the staff conducting the check, date, time, vehicle owner/operator, license plate number or VIN number, any prohibited waste found, and disposition of the prohibited waste.
- o. Physical contaminants and refuse removed from feedstock, compost, or chipped and ground material shall be removed from the site within 7 days of receipt or sooner if it causes a nuisance.
- p. The Odor Impact Minimization Plan (OIMP) shall be reviewed annually by the operator to determine if revisions are necessary. If changes to the OIMP and any operations are proposed, the *changes* must be submitted to the LEA at least 30 days in advance of the

Page 4 of 5

change.

- q. No compost shall leave the premises without meeting the metal concentration limits specified in Section 17868.2, the pathogen reduction requirements specified in Section 17868.3, and the physical contamination limits (effective January 1, 2018) specified in Section 17868.3.1. Testing of the finished compost shall be performed by a California State-certified laboratory. Test results of samples must be received by the operator prior to removing compost from the composting facility where it was produced.
- r. If nuisance conditions develop with the compostable materials (such as an odorous pile), immediate measures shall be taken to mitigate the problem. Records of measures taken to deal with such conditions shall be available to the LEA. If abatement cannot be achieved within 24 hours, the material shall be redirected to another facility or landfilled as appropriate and approved. Records of such disposal shall be included with the monthly tonnage report submitted to the LEA.
- s. All active compost shall be covered with 6 to 12 inches of insulating material, and the active compost shall be maintained at a temperature of 131 degrees Fahrenheit or higher for a pathogen reduction period of 3 days. Each day during the pathogen reduction period, at least one temperature reading shall be taken per every 150 feet of piles, or for every 200 cubic yards of active compost. Piles shall be monitored twelve (12) to eighteen (18) inches from the point where the insulation cover meets the active compost.
- t. The operator shall provide an adequate water supply for fire suppression and isolate potential ignition sources from combustible materials. Fire lanes shall be provided to allow fire control equipment access to all operation areas.

*b. A list of current contracts with jurisdictions for organics processing capacity, the estimated annual tonnage for each, the contract expiration dates, and possible extensions for each*

Jurisdiction	Estimated Annual Tonnage	Contract Expiration Date	Possible Extension
WVMSWA	15,100 tons annually	2037	No discussions yet
Davis Street Transfer Station	90,200 tons annually		No discussions yet

## **B. Operating Conditions**

### **1. Operations Information (Forms)**

*Proposers shall complete all operational information required in the "Processing – 2 Organics" Tab of Attachment A.*

Please see Attachment A.

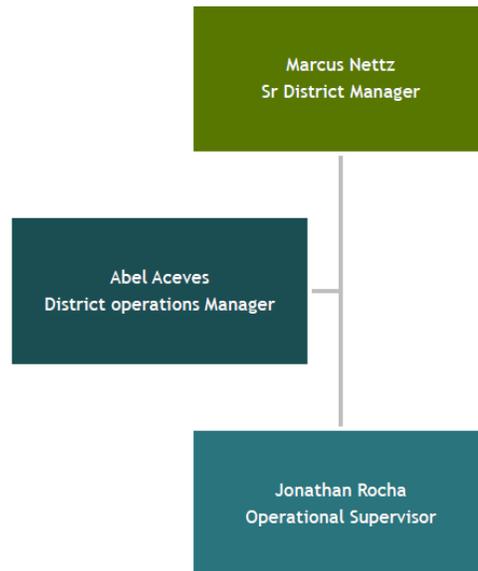
### **2. Operations Plan (Proposal)**

*In addition to the information to be provided in the technical proposal form (Attachment A), proposers shall submit an Operations Plan describing their plan to provide organics processing services in accordance with this RFP, Article 4, and Article 5 of the draft Agreement, and Applicable Law, as follows, at a minimum:*

#### **a. Personnel**

*An organization chart showing facility manager, other management and supervisory positions, and number of staff performing each function.*

The following professionals are committed to the safe and efficient operation of the organics processing facility. There are approximately 12 staff that manage the facility.



**b. Material Receipt and Acceptance**

*To meet the requirements of Article 4 and Article 5 the draft Agreement, including, but not limited to receiving, accepting, and safely and lawfully processing organic(s) materials.*

Green waste at ALRRF is received from the general public, agricultural operations, curbside collection, and commercial programs. Acceptable feedstock includes green waste, clean dimensional lumber, agricultural materials (e.g., grape pomace and animal manures), residential and commercial food waste, organic fraction of processed organics from MSW recycling, and digestate from anaerobic organic processing facilities. All customers are tracked via FASTLANE scale system.

Incoming party open bed trucks are visually inspected at the scale house by personnel trained in hazardous waste and prohibited waste recognition and proper hazardous waste handling procedures prior to acceptance into the Landfill. Unsuitable materials are rejected or redirected at that time.

Incoming feedstock materials are unloaded directly onto the materials receiving and processing area of the composting pad. Site personnel remove the non-compostable materials by hand, if it can be done so in a safe manner, or with available equipment such as a front-loader. These unacceptable materials are hauled to the active landfilling area for disposal as needed.

### **c. Load Checking/Unpermitted Waste**

*Procedures for identifying and addressing unpermitted waste in accordance with draft Agreement Section 5.2.2, including:*

- i. Inspecting, detecting, and rejecting unpermitted waste*
- ii. Handling, transporting, and delivering unpermitted waste to an appropriate processing or disposal facility*

At a minimum, one truck per day or 10% of daily incoming feedstock volume delivered, whichever is greater, are visually inspected at the receiving area of the compost pad by ALRRF personnel. Loads may be rejected or redirected to disposal in the landfill if they are deemed unacceptable feedstocks for composting.

Records are maintained on each random load check and the disposition and estimated volume of the prohibited waste that is removed from the CASP.

A load is considered acceptable if it does not contain greater than 1.0 percent of physical contaminants by weigh.

Unacceptable materials specified in Title 14, Division 7, Chapter 3.1, Article 2, Section 17855.2 of the CCR will not be composted and will be redirected to the landfill.

### **d. Safety**

*Procedures for providing all services in a safe manner, including in accordance with applicable law and the insurance requirements of draft Agreement Article 9.*

WM personnel and union laborers are required to complete all WM Health and Safety Training and site specific ALRRF health and safety training through the WM.

### *e. Traffic Control and Direction*

*Procedures for:*

- i. Constructing and maintaining roads from the facility entrance to scale house, and to point of unloading*

### **Constructing and Maintaining Roads**

- a. Main road from entrance to the scale house is paved. After the scale house to the main landfill entrance is paved as well.
- b. From there, roads are constructed of gravel leading into the landfill.
- c. Roads are constructed of gravel and dirt depending on seasonality.
- d. The operations team regularly inspects and maintains roads from the facility entrance to the scale house and unloading points.
- e. Repairs any damage promptly to ensure smooth traffic flow.

f. Routinely utilizes equipment to ensure the paved roads are free of debris and track out.

*ii. Directing on-site traffic to appropriate unloading areas to provide a safe working environment for facility, users, visitors, and employees*

**Directing On-Site Traffic**

- a. Signage of site procedures, directions and speed limits are posted throughout the site.
- b. Trained personnel direct traffic to the appropriate unloading zones.
- c. Designated unloading areas with signage for different types of materials.
- d. Communication channels, such as two-way radios, are established for effective coordination.
- e. Maintain clear signage indicating directions and speed limits.

*iii. Providing and maintaining roadways, signs, and personnel to facilitate safe and efficient traffic flow*

**Procedures for traffic control during emergencies or unexpected situations**

- a. Communicate evacuation instructions clearly using signals or communication channels, such as two-way radios.
- b. Traffic Diversion: Use of signage, cones, and other traffic control devices to guide vehicles to designated area.
- c. Ensure all personnel are trained on emergency response protocols.

*iv. Providing for a turnaround time of no more than 20 minutes from entry to exit of the facility by City-directed vehicles*

- a. Conduct periodic reviews of the effectiveness of traffic control measures.
- b. Implement improvements based on feedback of identified areas of enhancement.

**f. Scale Operation**

*Procedures for complying with the requirements of draft Agreement Section 5.2.8 including:*

*i. Maintaining motor vehicles scales and associated equipment and software*

Altamont Landfill maintains its State-certified motor vehicle scales and associated equipment and software in accordance with Applicable Law and company policy. Scales are routinely inspected and cleaned to remove any debris. Scale house cameras are also inspected weekly to ensure their functionality. Routine system software maintenance is regularly updated in the POS gate house workstations.

*ii. Obtaining vehicle tare weights for City-directed vehicles with periodic updating*

Tare weight is the empty weight of the vehicle including its body or container. Stored tare weights are allowed for use at the facility and are maintained in FASTLANE for each applicable vehicle. Stored tare weights are captured from the scale. At a minimum, stored tare weights are verified and updated semi-annually (every 180 days) to ensure accuracy, or more frequently if required by local laws, permit or contract. Random testing of stored tare weights is completed on a quarterly basis and findings documented.

*iii. Arranging for use of substitute scales*

Altamont currently has four inbound/outbound scales. If a scale becomes non-operational or is undergoing maintenance, traffic is redirected to the other working scales. If power goes out, an emergency generator is available to power the scales.

*iv. Testing and calibrating scales*

All facility motor vehicle scales are tested and calibrated by third-party company on a quarterly basis.

*v. Weighing and recording weights for all inbound vehicles delivering materials*

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record all inbound vehicles delivering materials. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials.

*vi. Weighing and recording weights for all outbound vehicles transporting recovered materials to market or secondary processing, and residue to the approved disposal facility*

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record weights for all outbound vehicles transporting recovered materials to market or secondary processing. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials.

*vii. Paying disposal rates*

Customers are billed once or twice per month based on disposal rates set up in the internal billing system (MAS).

*viii. Maintaining scale records*

All Accounts Receivable Tickets, Bill of Lading documents, landfill scale tickets, and other supporting documents are sent to a third party information management company to properly maintain and preserve all documents for seven years. In addition, scale records can be accessed using FASTLANE CENTRAL to generate gatehouse ticketing reports.

**g. Material Processing**

*i. Methods of processing including key equipment, sorting stations, number of sort lines, and number of personnel assigned to each line*

**Method:** Covered Aerated Static Pile designed to provide optimal composting conditions through positive aeration, automatic irrigation, advanced temperature control, and a biofilter layer.

**Key Equipment:** Electrical blower system, sparger pipe to allow for aeration, temperature reading equipment, irrigation sprinklers and pumps, and large equipment to allow for movement, placement and processing of material.

*ii. Description of each stage for processing methods that involve multiple stages*

**Receiving**

Green waste at ALRRF is received from the general public, agricultural operations, curbside collection, and commercial programs. Acceptable feedstock includes green waste, clean dimensional lumber, agricultural materials (e.g., grape pomace and animal manures), residential and commercial food waste, organic fraction of processed organics from MSW recycling, and digestate from anaerobic organic processing facilities. All customers are tracked via FASTLANE scale system.

Incoming party open bed trucks are visually inspected at the scale house by personnel trained in hazardous waste and prohibited waste recognition and proper hazardous waste handling procedures prior to acceptance into the Landfill. Unsuitable materials are rejected or redirected at that time.

Incoming feedstock materials are unloaded directly onto the materials receiving and processing area of the composting pad. Site personnel remove the non-compostable materials by hand, if it can be done so in a safe manner, or with available equipment such as a front-loader. These unacceptable materials are hauled to the active landfilling area for disposal as needed.

At a minimum, one truck per day or 10% of daily incoming feedstock volume delivered, whichever is greater, are visually inspected at the receiving area of the compost pad by ALRRF personnel. Loads may be rejected or redirected to disposal in the landfill if they are deemed unacceptable feedstocks for composting.

Records are maintained on each random load check and the disposition and estimated volume of the prohibited waste that is removed from the CASP.

A load is considered acceptable if it does not contain greater than 1.0 percent of physical contaminants by weigh.

Unacceptable materials specified in Title 14, Division 7, Chapter 3.1, Article 2, Section 17855.2 of the CCR will not be composted and will be redirected to the landfill.

### **Feedstock Processing**

Altamont Landfill Resource and Recovery Facility (ALRRF), Compostable Materials Handling Facility (CMHF) utilizes a Covered Aerated Static Pile (CASP) system.

The CASP provides aeration for each pile through five, six-inch high-density polyethylene (HDPE) standard dimension ratio (SDR)-17 perforated pipes, otherwise referred to as spargers (five pipes per pile with 15 piles per blower group for a total of 75 spargers at each of the three grouped arrangements).

Feedstock materials are processed by grinding to increase surface area and provide a more uniform mixture and particle size. The CASP Facility will utilize a grinder that creates a two to eight-inch grind size for feedstock.

Following placement of the compost pile on the spargers, all active compost piles are covered with a minimum six-inch of insulating material referred to as the biofilter. Piles are constructed to the maximum height safely possible with on-site equipment or to a design height of ten feet in height.

The piles remain in the CASP for no less than 21 days, during this period the piles must achieve 72 consecutive hours of 131°F or above to achieve Process to Further Reduce Pathogens (PFRP).

Following active aeration, the piles are removed from the CASP and placed in curing piles to undergo further maturation. When material is deemed ready to move from curing to finished compost storage, the material is screened with a Trommel screener. The screener utilizes a 3/8<sup>th</sup> of an inch screen to remove contaminants and oversized material. This process takes place near the piles to be screened, finished compost is then stored on site until testing and sale.

### **Aeration Time and Temperature Monitoring**

All piles are monitored via wireless REOtemp temperature probes. Each pile will have three REOtemp temperature probes that will record two temperatures per probe. The temperatures will be received on a 15-minute interval and recorded on a one-hour interval. Temperature readings are stored within a data recorder at the control panel and can be accessed remotely or by downloading the temperature information available within the data recorder.

Monitored temperature data from the REOtemp probes is sent wirelessly to the REOtemp receiver. The REOtemp receiver then sends temperature data to the control panel. At the control panel, the operator is able to indicate when a pile has been constructed so that the control panel can provide the total days of aeration and temperature monitoring for the pile on the screen.

### **Moisture Conditioning**

Feedstocks are moisture conditioned through our water distribution system comprised of three different water sources: non-potable water, raw water supply and our contact water ponds which is generated by discharge from active compost.

Non-potable water is used for any and all water needs at the site, both in the active and curing area. Only non-potable water shall be used to provide irrigation to active piles. Raw water may be used for any and all water needs at the site, both in the active and curing areas.

Contact water may only be used on the active pad for feedstock conditioning. Contact water cannot be used for active or curing piles.

## Sampling

Sampling and testing are done in accordance with US Composting Council Guidelines. Testing is performed by a US Composting Council certified Laboratory. Laboratory results contain Title 14 requirements such as heavy metal, pathogens, and contaminants. As a member of the US Composting Council Seal of Testing Assurance program laboratory results also contain information on stability, maturity, nutrients, and other markers of compost quality.

*iii. Process for determining which line(s) or process(es) will be used for processing a given load of material*

Please see the above process.

*iv. Detailed list of material types accepted at the organic materials processing facility that proposer intends to consistently process and market.*

Material Accepted: Acceptable feedstock includes green waste, clean dimensional lumber, agricultural materials (e.g., grape pomace and animal manures), residential and commercial food waste, organic fraction of processed organics from Municipal Solid Waste (MSW) recycling, and digestate from anaerobic organic processing facilities.

*v. List of accepted material types that are not compostable and will be removed as residue for disposal ("acceptable contaminants")*

No items will be listed as an "acceptable contaminant". Our composting facility is regulated by the California Department of Food and Agriculture (CDFA) because we produce a compost product that is certified for use on organic farms, and our compost is listed as an organic input material by the Organic Materials Review Institute (OMRI). The only man-made materials that are allowed in the compost feedstock are paper products.

*vi. Detailed list of material types the proposer may accept, compost, and market when viable*

Material Accepted: Acceptable feedstock includes green waste, clean dimensional lumber, agricultural materials (e.g., grape pomace and animal manures), residential and commercial food waste, organic fraction of processed organics from Municipal Solid Waste (MSW) recycling, and digestate from anaerobic organic processing facilities. The only man-made materials that are allowed in the compost feedstock are paper products.

*vii. Detailed list of material types not accepted at the organic materials processing facility*

These items are not acceptable: Unacceptable materials specified in Title 14, Division 7, Chapter 3.1, Article 2, Section 17855.2 of the CCR will not be composted and will be redirected to the landfill. No man-made materials are allowed other than paper products. The following materials are unacceptable for composting operations:

- Mammalian tissue, including but not limited to flesh, organs, hide, blood, bone and marrow, except when received from a food facility such as restaurants, grocery stores, or residential food scrap collection.
- Large tree stumps, treated wood waste, and rocks.
- Significant portions of soil and ash that could be easily removed from a portion of a load.
- Human-made inert products including, but not limited to, glass, metal, plastic, and other MSW materials.
- Medical waste and hazardous waste cannot be accepted at the CASP and untreated medical waste cannot be accepted at the landfill for disposal.

#### **h. Secondary-Processing**

*i. Conducting any procedures for secondary-processing of material*

*ii. Transporting recovered materials to approved secondary processing facility(ies) and to markets*

Not applicable.

#### **i. Disposal and Residue**

*i. Detailed method for determining and tracking the overall facility diversion rate and diversion rate for materials generated in the City Service Area, including initial disposal of unprocessed material and the amount of residue from each individual processing line or processing stage*

From an organics perspective, this level of detail is not quantifiable. The organics are dropped off at a transfer station and mixed before coming to the final destination. Even if the transporter was to come straight to the processing facility, the feedstock is mixed when grinding, so there is no discernable way to deliver measurables.

*ii. Transporting and disposing of residue with acceptable levels of prohibited contaminants in accordance with Section 4.4 of the draft Agreement*

We will transport the residue to a properly permitted facility for disposal.

#### **j. Recovered Material Marketing**

*i. Marketing of recovered materials directly following organics processing and following processing at secondary processing facilities*

WM has dedicated compost sales personnel that reach out to growers/orchards, vineyards, landscape supply, home builders, etc., that need compost. In addition, we have [www.wmearthcare.com](http://www.wmearthcare.com) that details our compost and mulch options and benefits from water retention and carbon sequestration.

*ii. Maintaining complete and accurate marketing records, including tonnage of material marketed, price, revenue received, purchaser, and specified end-use*

All sales are tracked in the WM operation systems that provides reports to our customers on origin destination, material type, price per ton and total purchase price for the compost material.

*iii. Description of which marketed materials will obtain organic certification, if any, and which accepted streams will be used to generate the organic certified material.*

Acceptable organic material types will receive organic certification.

#### **k. Quarantined Organic Waste**

*Describe proposer's plan for identifying and maintaining records regarding quarantined organic waste.*

As a processor of green waste, Altamont Landfill is not required to have a plan for quarantined organic waste. Compost is 'Processed Green Waste' composted in accordance with California Code of Regulations Title 14, Division 7, Chapter 3.1. 'Compost' is completely processed and no longer poses a pest risk and is therefore not a regulated item. All parties involved in selling, transporting, receiving 'Processed Green Waste' in the form of 'Compost,' from the Quarantine Area, are not required to have a Program issued compliance agreement. The movement of 'Compost' is unregulated and may move within or outside of any quarantine area.

#### **l. Alternative Facility**

*Procedures for use of alternative facilities, if needed, in accordance with the requirements and limitations in draft Agreement Section 4.1.*

WM will use our Redwood Landfill CASP located at 8950 Redwood Hwy, Novato, CA 94945 as an alternative facility.

#### **m. Allocation Method**

*Proposed process for allocating recovered materials and disposal/residue tonnages to the City versus to other facility users as provided in draft Agreement Section 4.4.D.*

This does not apply to organics processing.

### 3. Expansion and/or Permit Modifications (Proposal)

*Describe any proposed or planned facility changes, expansion plans, and/or permit modification processes that impact the proposer's services in response to this RFP.*

WM is currently expanding the solid waste facility permit increasing the daily tons from 500 to 750 tons per day.

### 4. Invoicing (Proposal)

*Describe proposer's process for invoicing services as provided in draft Agreement Section 8.2.*

At WM, everything we do is about creating an outstanding experience for our customers. That is why we use the equipment and software that we do. The fully integrated capability of our system confirms that customer information is correct, and the overall customer experience is exceptional. For WM, our billing system is not just "back office" processing; it is the backbone of the customer's experience.

WM utilizes Mid-America Systems (MAS) as our customer billing system. MAS software operates on an IBM iSeries AS400 Platform, running i5/OS version 7.1. It can be accessed through a secure, internet VPN-based connection 24 hours each day, 7 days a week.

#### WM's Billing System Features and Benefits

**Fully Integrated Billing.** MAS integrates all billing, routing, and customer service information into one operating system. WM's invoice format is based on extensive research, customer feedback, and field testing. Our invoices provide the opportunity to create custom billing inserts and messages that are tailor-made for San Leandro. For online customers, we post electronic versions of the inserts to their online invoice for a total "green" experience.

**Reliability and Redundancy.** We perform ongoing data quality assurance audits to confirm that all information is accurate and up-to-date. Our billing system data, like all our critical systems, are continuously backed up to reduce the risk of data loss.

**Efficient Route Sequencing.** Electronic route logs are generated from billing data every day to confirm service accuracy. These electronic records are downloaded to the drivers' tablets nightly. New customers and customers with service level changes are placed at the top of the driver's route screen to highlight the change in the driver's route. Each customer is assigned a unique account number that tracks detailed information, including contact information, size and quantity of containers, and service history. Route information is viewable in MAS.

**Accurate Service.** MAS connects seamlessly with our receivables processing system. Customers remit their payments to WM's regional payment center. The payment is immediately processed so customer service representatives can access a customer's account online and promptly respond to any billing questions.

**24/7 Online Bill Pay Option.** WM offers a safe, secure, convenient online bill paying system, allowing customers to pay their bill online, 24 hours a day, 7 days a week.

## An Easy-to-Understand Monthly Invoice

To present our customers with accurate billing information in an easy-to-read format, WM redesigned our standard invoice template. Our new invoice remains fully compliant with governmental, contractual, and local requirements while also incorporating customer feedback. The most common customer request regarding our invoice was to make it easier to understand. To accomplish this, we simplified the invoice format, provided clear steps for all payment options, and include an explanation of common charges if applicable.

### SIMPLE GUIDE TO YOUR INVOICE

#### (FRONT)

---

- |   |  |  |
|---|--|--|
| <b>1</b>   <b>Customer ID</b><br>Unique identifier for your account.                | <b>3</b>   <b>Contact Information</b><br>We're always here to help, either online or by phone.                                   | <b>6</b>   <b>Detailed Account Activity</b><br>Information by service location, including all services, credits, and additional charges. |
| <b>2</b>   <b>Billing Period</b><br>Shows the billing cycle dates for this invoice. | <b>4</b>   <b>What Do I Owe and When</b><br>Quickly see the total and when it is due.  | <b>7</b>   <b>Payment Coupon</b><br>If paying by mail, this is the portion of your paper invoice you return with payment.                |
|   | <b>5</b>   <b>Account Overview</b><br>A quick summary of your monthly charges. A full breakdown is in the details section below. |  |



# INVOICE

Page 1 of 3

**Customer ID:** 4-83172-53009  
**Customer Name:** WM CUSTOMER  
**Service Period:** DATES HERE  
**Invoice Date:** DATE HERE  
**Invoice Number:** 7761746-2479-6

1  
2

**4-83172-53009**  
**WM CUSTOMER**  
**DATES HERE**  
**DATE HERE**  
**7761746-2479-6**

**How to Contact Us**

Visit [wm.com/MyWM](http://wm.com/MyWM)

Create a My WM profile for easy access to your pickup schedule, service reports and online tools for billing and more. Have a question? Check our support center or start a chat.

Customer Service: (866) 797-9018

**Your Payment is Due**

DATE HERE

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due**

\$XXXXXX

**Previous Balance**

**Payments**

**Adjustments**

**Current Invoice Charges**

**Total Account Balance Due**

XXXXXX

+

XXXXXX

+

0.00

+

XXXXXX

=

XXXXXX

DETAILS OF SERVICE

**Details for Service Location:** Customer ID: 4-83172-53009  
**CUSTOMER NAME, CUSTOMER ADDRESS** PO #: PO1140428

Description	Date	Ticket	Quantity	Amount
Disposal	XX/XX/XX		XXXX	XXXX
Curb Service	XX/XX/XX		XXXX	XXXX
Curb Service	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----



WASTE MANAGEMENT  
PO BOX 42090  
PHOENIX, AZ 85008  
(866) 797-9018  
(RRR) 879-0429 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
DATE HERE	7761746-2479-6	4-83172-53009
Payment Terms	Total Due	Amount
Total Due by XX/XX/XXXX	\$XXXXXX	

7

2479000048317253009077617460002085455000041781527 8

I1734R56

WM CUSTOMER  
WM CUSTOMER ADDRESS

Remit To: **WM**  
PO BOX 4647  
CAROL STREAM, IL 60197-4647

Printed on recycled paper.  
710-0048533-2479-6

## 5. Reporting (Proposal)

Describe proposer's process for maintaining records and submitting reports to the City, such as those described in Exhibit D of the draft Agreement.

The key to continuous improvement is that you cannot change what you do not measure. At WM, we understand that measuring and reporting diversion, financial performance, and service delivery are key components of a successful program.

WM can provide detailed, accurate reporting in a format that is mutually agreed upon by San Leandro and WM. Typically, these reports are provided on a monthly, quarterly, and/or annual basis, but we can also submit reports to San Leandro on an ad hoc basis as requested.

## Sample Reports

Following are excerpts of monthly or quarterly reports that document monthly tonnage, customer accounts, and customer service information.

### Customer Summary Report

Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM

Name: Davis Street Transfer Station - San Leandro - S04342 (USA)

User: wavery

Date: Jan 24 2024, 10:54:30 AM - Central Standard Time

Operation Type: Inbound

Customer Name:

Ticket Type: All

Customer Type: All

PMT Category: All

Profile:

Ticket Date	Ticket ID	Cust Code	MAS Unique ID	Material	Material Description	Origin	Rate	Rate Unit	Rate Qty	Yards	Tons
12/1/2023	5386680	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.23	0	1.23
12/1/2023	5386707	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.13	0	1.13
12/4/2023	5387780	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.26	0	2.26
12/4/2023	5387787	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.03	0	1.03
12/5/2023	5388685	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.53	0	1.53
12/5/2023	5388693	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.4	0	0.4
12/6/2023	5389492	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.85	0	0.85
12/6/2023	5389507	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.91	0	0.91
12/7/2023	5390335	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.36	0	1.36
12/7/2023	5390358	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.97	0	0.97
12/8/2023	5391134	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.54	0	1.54
12/8/2023	5391157	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.02	0	1.02
12/11/2023	5392166	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.89	0	0.89
12/11/2023	5392181	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.27	0	1.27
12/12/2023	5393072	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.89	0	1.89
12/12/2023	5393119	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.69	0	0.69
12/13/2023	5393947	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.28	0	1.28
12/13/2023	5393965	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.84	0	0.84
12/13/2023	5393977	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.77	0	2.77
12/14/2023	5394896	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.59	0	1.59

12/13/2023	5393891	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.83	0	1.83
12/13/2023	5394027	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.67	0	1.67
12/14/2023	5394957	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.65	0	1.65
12/14/2023	5395155	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.64	0	1.64
12/14/2023	5395234	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.22	0	1.22
12/15/2023	5395722	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.94	0	0.94
12/15/2023	5395744	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.99	0	1.99
12/15/2023	5395828	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.85	0	1.85
12/18/2023	5396800	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/18/2023	5396841	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.19	0	0.19
12/18/2023	5397415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.77	0	1.77
12/19/2023	5397735	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.51	0	1.51
12/19/2023	5397759	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.31	0	1.31
12/19/2023	5397762	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.52	0	0.52
12/19/2023	5397931	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.84	0	2.84
12/21/2023	5399375	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.56	0	1.56
12/22/2023	5400235	0016712	242318663005	S-WDT	29~Wood - Clean			TON	6.61	0	6.61
12/22/2023	5400339	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.74	0	1.74
12/22/2023	5400369	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.93	0	1.93
12/26/2023	5401338	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.89	0	0.89
12/26/2023	5401423	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.67	0	2.67
12/29/2023	5404333	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.75	0	0.75
12/29/2023	5404415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/29/2023	5404544	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.74	0	0.74
12/30/2023	5405507	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.06	0	0.06
<b>Material Total</b>	<b>46</b>								<b>70.57</b>	<b>0</b>	<b>70.57</b>
<b>Customer Total</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>
<b>Ticket Totals</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>

**Customer Summary Report**

**Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM**

**Name: Davis Street Transfer Station - San Leandro - S04342 (USA)**

## 6. Additional Features (Proposal - Optional)

*Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility.*

Addition of a Tiger depackager, through the updated solid waste facility permit, will handle pre- and post-processed commercial food waste.

## C. Other Technical Information

### 1. Regulatory Compliance (Attachments)

*Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, state, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.*

Please refer to the following contact names for regulatory agencies that oversee the facility's compliance with local, state, and federal laws and regulations.

1. Alameda County Planning Department

Public Works Building

399 Elmhurst Building, Room 136

Hayward, CA 94544

510-670-5400

2. Alameda County Environmental Health Department (LEA)\*

1131 Harbor Bay Parkway, Suite 234

Alameda, CA 94502-6577

Ryan Hammon 510-567-6736

3. Bay Area Air Quality Management District (BAAQMD)

939 Ellis Street

San Francisco, CA 94109

Kevin Cordes 415-749-8716

4. California Environmental Protection Agency Department of Toxic Substances Control

1001 I Street

Sacramento, CA 95814

916-324-1826

5. California Department of Resources Recycling and Recovery (CalRecycle)

8800 Cal Center Drive

Sacramento, CA 95826

Randy Friedlander 916-341-6718

6. Central Valley Regional Water Quality Control Board (CVRWQCB)

3443 Routier Road, Suite A

Sacramento, CA 95827

Paul Sanders 916-464-4681

7. California Department of Fish & Game, Region 3

P.O. Box 47

Yountville, CA 94599

Janice Gan 209-835-6910

8. California Division of Occupational Safety & Health/ Cal OSHA

1515 Clay Street Room 1301

Oakland, CA 94612

510-622-2916

9. U.S. Fish & Wildlife Service

Sacramento Endangered Species Office

2800 Cottage Way, Room, W-2605

Sacramento, CA 95825-1846

Sheila Larson 916-414-6685

## **2. SB 1383 Compost and Mulch Procurement (Proposal)**

*Provide a detailed plan and costs for how proposers intend to support the City in meeting organic waste product procurement targets as described in Section 3.7 of this RFP. Proposers may include various options or a mix of services to help meet the City's goal.*

Upon request from the City Contract Manager or their designee, for the first three (3) years of this Agreement, WM will provide up to 320 tons of the citywide procurement target of approximately 580 tons of compost product per calendar year to the City for use in City parks and facilities at no charge to the City. The City will arrange for transportation and delivery of the compost product to be managed by WM. WM will deliver in 40-yard increments to a designated location in the City of San Leandro. For amounts less than 40 yards, the transportation will be at the City's expense. After the third year of this Agreement, WM will sell compost to the City at its market rate, less 15%. The compost will be OMRI listed material.

WM assumes the City has a combination of compost, mulch, and natural gas that combined will meet its procurement goals. We are committed to help San Leandro achieve these goals. We embedded the 320 tons of compost for the first three (3) years, however, if there is a greater need for compost quantity or use of direct service provider credits, those can be discussed during final negotiation/alignment meeting.

## C&D Processing

### A. Facilities

#### 1. Facility Information (Forms)

*Proposers shall complete all facility information required in the "Processing – 3 C&D" Tab of Attachment A.*

Please see Attachment A.

#### 2. Facility Certification (Proposal)

*Identify whether the proposed C&D processing facility as well as specific processing line(s) within the facility have third-party verification consistent with facility-wide average recycling rates as recognized by the U.S. Green Building Council. If not, identify proposer's plans to obtain such verification prior to the commencement date.*

WMAC is the only service provider in Alameda County to have a C&D recycling facility certified by the Recycling Certification Institute, which validates diversion results quarterly. Located at the Davis Street Transfer Station right here in San Leandro, the C&D recycling facility separates co-mingled construction debris to recover organics such as clean wood, cardboard, and mixed paper along with metals, concrete, and inert materials for recycling. Davis Street provides recycling documentation in compliance with LEED™ and GreenPoint Rated projects.

Clean wood is processed into mulch at our Tri-Cities facility and sold at our WM Earthcare Landscape Centers in the Bay Area. Cardboard and mixed paper are baled for recycling. Painted wood and particle board are sent as residue to WM's Altamont Landfill for disposal. In addition, glass bottles, plastic and metal containers are recovered for recycling as the recycling facility also processes commercial single stream recycling.

### 3. Facility Documents (Attachments)

Proposers shall provide the following attachments:

a. A copy of the Solid Waste Facility Permit

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>01-AA-0007</b>									
<b>1. Name and Street Address of Facility:</b> Davis Street Transfer Station 2615 Davis Street San Leandro, CA 94577		<b>2. Name and Mailing Address of Operator:</b> Waste Management of Alameda County, Inc. 2615 Davis Street San Leandro, CA 94577									
<b>3. Name and Mailing Address of Owner:</b> Waste Management of Alameda County, Inc. 172 – 98 <sup>th</sup> Avenue Oakland, CA 94603 City of San Leandro Civic Center, 835 E. 14 <sup>th</sup> Street San Leandro, CA 94577											
<b>4. Specifications:</b>											
<b>a. Permitted Operations:</b> <input checked="" type="checkbox"/> Transfer / Processing Facility (MRF) <span style="margin-left: 150px;"><input checked="" type="checkbox"/> Anaerobic Digester/In-Vessel Composting</span>		<input type="checkbox"/> Transformation Facility <input checked="" type="checkbox"/> Other: Wood/Greenwaste Grinding and Food Waste Storage/Transfer Recycling									
<b>b. Permitted Hours of Operation:</b> <b>Transfer Station:</b> Public Hours: Monday – Friday, 7 am – 5 pm; Saturday – Sunday, 8 am – 4 pm; WMAC/Non-WMAC Commercial Vehicles/Transfer Trucks: Monday through Sunday, 24 hours OMRP: Monday – Saturday 4 am – 11:59 pm (See TPR) OMCFF: Monday – Friday 4 am – 11:59 pm; Saturday: one shift (See TPR) Holiday Closures (See TPR)											
<b>c. Permitted Maximum Tonnage:</b> <u>5600</u> Tons per Day											
<b>d. Permitted Traffic Volume:</b> <u>5761</u> Vehicles per Day The number represents in-bound and out-bound of each vehicle and therefore does not represent the number of vehicles accessing the site but rather the number of vehicle trips.											
<b>e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):</b>											
	<table border="1"> <thead> <tr> <th>Total</th> <th>Transfer/Processing</th> <th>In Vessel Digestion</th> </tr> </thead> <tbody> <tr> <td>Permitted Area (in acres)</td> <td>53.8 acres</td> <td></td> </tr> <tr> <td>Design Capacity (cu.yds)</td> <td>See Table 2 in TPR</td> <td></td> </tr> </tbody> </table>	Total	Transfer/Processing	In Vessel Digestion	Permitted Area (in acres)	53.8 acres		Design Capacity (cu.yds)	See Table 2 in TPR		
Total	Transfer/Processing	In Vessel Digestion									
Permitted Area (in acres)	53.8 acres										
Design Capacity (cu.yds)	See Table 2 in TPR										
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.											
<b>5. Approval:</b>  Approving Officer Signature Ronald Browder Director, Alameda County, Department of Environmental Health		<b>6. Enforcement Agency Name and Address:</b> Alameda County Department of Environmental Health 1131 Harbor Bay Parkway Alameda, CA 94502									
<b>7. Date Received by CalRecycle:</b> August 4, 2017		<b>8. CalRecycle Concurrence Date:</b> August 11, 2017									
<b>9. Permit Issued Date:</b> <span style="color: red; font-weight: bold;">AUG 11 2017</span>	<b>10. Permit Review Due Date:</b> <span style="color: red; font-weight: bold;">AUG 11 2022</span>	<b>11. Owner/Operator Transfer Date:</b>									



<b>SOLID WASTE FACILITY PERMIT</b>	Facility Number: <b>01-AA-0007</b>		
<p><b>12. Legal Description of Facility:</b></p> <p>Latitude: 37.71225 degrees, 41 minutes, 44 seconds; Longitude -122.19372 degrees, 11 minutes, 33 seconds, Davis Street, San Leandro, CA 94577</p> <p>Assessor Block and Lot# APN: 079A-0475-007-32 (Waste Management); 079A-0475-010-05 (City of San Leandro)</p> <p>The legal description of this facility is contained in the *Ownership and Facility Specifications of the Transfer Processing Report (TPR) dated October 14, 2016</p>			
<p><b>13. Findings:</b></p> <ul style="list-style-type: none"> <li>a. This permit is consistent with the Alameda County Integrated Waste Management Plan, which was approved by Board of the Alameda County Waste Management Authority on March 22, 2017. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a). Letter dated February 18, 2004, from the Alameda County Waste Management Authority confirms the Conformance Finding. On March 22, 2017, the Alameda County Waste Management Authority updated the Alameda County Integrated Waste Management Plan to include the Organics Facilities.</li> <li>b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.</li> <li>c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.</li> <li>d. The City of San Leandro Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC, 44151.</li> <li>e. Several CEQA documents were filed with the State Clearinghouse and certified by the City of San Leandro; Mitigated Negative Declaration, February 19, 1998 (SCH#1998012037); Negative Declaration, November 2010 (SCH#2010112069); and Addendum May 18, 2017. The CEQA documents describe and support the design and operation which will be authorized by the issuance of this permit.</li> <li>f. The City of San Leandro has determined that the facility is compatible with surrounding land use through approval of Conditional Use Permit CU 76-16, March 9, 1992 and modified January 16, 2003, and CU 96-1 modified February 19, 1998. The City of San Leandro conditionally approved the Master Plan Improvements PLN2010-0026 on January 4, 2011.</li> </ul>			
<p><b>14. Prohibitions:</b></p> <p>The permittee is prohibited from accepting the following wastes: Hazardous, radioactive, medical (as defined in Sections 117600-118360 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information (RFI), In-Vessel Digestion Report and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.</p>			
<p><b>15. The following documents describe and/or restrict the operation of this facility:</b></p>			
	<b>Date</b>		<b>Date</b>
Transfer Processing Report In-Vessel Digestion Report	October 2016 October 2016	NOI Stormwater Discharged: 201S002422 and 201S301667	March 12, 1992
Waste Discharge Permit No. 3-10	June 25, 1996	Hazardous Material Storage Permit	Annually Renewed
BAAQMD Permit to Operate plant #2773	Annually renewed	Land Use / Conditional Use Permit CU76-16 CU76-16 modified CU96-1 PL2010-0026	Mar. 9, 1992 Jan. 16, 2003 Feb. 19, 1998 Jan. 4, 2011
<u>CEQA Documents</u>			
ND SCH#2010112069	Nov. 2010		
Addendum SCH#2010112069	May 17, 2017		
MND SCH# 1998012037	Feb. 19, 1998		

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>01-AA-0007</b>
<p><b>16. Self-Monitoring:</b> The owner/operator shall submit the results of all self-monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period (for example, 1<sup>st</sup> quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4<sup>th</sup> quarter monitoring report, unless otherwise stated.)</p>		
Program	Reporting Frequency	
<b>General (Transfer Station, OMRF, and OMCF):</b>		
a. The number and types of vehicles using the facility per day.	Monthly	
b. Records of residual removal.	Monthly	
c. Log of special or unusual occurrences and the operator's action(s) taken to correct/resolve the problem/situation. Operator must comply with the solid waste material removal schedule (as described in Appendix N of the TPR) at the transfer pit and record the removal weekly.	Available Upon Request	
d. Logs and reports of all shutdowns greater than 8 hours other than the closed days specified in this permit.	Available Upon Request	
e. Employee training log with dates of the training and course description.	Available Upon Request	
f. Records of all public complaints regarding this facility and the operator's actions taken to resolve these complaints. The operator shall notify the EA within 24 hours in writing.	Notify EA within 24 Hours,	
g. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Available Upon Request	
h. Results of the landfill gas program associated with the closed Davis Street Landfill which is partially located under the transfer station.	Quarterly	
i. The types and quantities (in tons or cubic yards) of waste listed separately with daily totals for all materials, including separated or commingled recyclables, entering the facility per day.	Monthly	
<b>OMRF &amp; OMCF:</b>		
j. The types and quantities of feedstock (in tons or cubic yards) entering the facility per day. Feedstocks shall be listed separately with daily totals for all materials.	Monthly	
k. The types and quantities of chipped and ground material, compost, and finished compost (in tons or cubic yards) produced at the facility per day.	Quarterly	
l. The quantity of finished compost shipped offsite per day including compost overs.	Quarterly	
m. A monthly inventory of all materials on-site itemized by Active/Feedstock, Curing Compost, and Finished Compost.	Quarterly	
n. Temperature monitoring and turning records for pathogen reduction as specified in the System Specific Monitoring Plan.	Monthly	
o. Records of physical contamination and residual removal.	Monthly	
p. Records of quantities of compost disposed and the reason it was disposed.	Monthly	
q. Results of the laboratory testing for pathogen (fecal coliform and salmonella sp. densities), metal concentrations, and physical contaminants. The report shall show the name of facility, date sample taken, date and analysis was completed, results of the analysis and the ID of the pile tested.	Quarterly	

<b>SOLID WASTE FACILITY PERMIT</b>	Facility Number: <b>01-AA-0007</b>
<b>17. Enforcement Agency (EA) Conditions:</b>	
<b>GENERAL:</b>	
<p>a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.</p> <p>b. The operator shall maintain a log of special occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary and photos (if available) of any actions taken by the operator to mitigate the occurrence. The operator shall maintain a log of special occurrences for OMRF/OMCF facilities. The logs shall be available to site personnel and the EA at all times.</p> <p>c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.</p> <p>d. This permit is subject to review by the EA and may be temporarily suspended, or revoked at any time for sufficient cause in accordance with Division 30 of the PRC, Part 4, Article 2, Sections 44305 et seq. and associated regulations.</p> <p>e. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.</p> <p>f. Any change that would cause the design or operation the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.</p> <p>g. A copy of this permit and the Transfer Processing Report, including any respective future amendments, shall be available and maintained at the facility.</p> <p>h. The maximum permitted daily tonnage for this facility is <b>5600 tons per day</b>, and the operator shall not accept more than this amount without a revision of this permit.</p> <p>i. The operator must comply with the approved alternative storage time limits in the following areas as described in Appendix N of the TPR: Organics Material Recycling Facility, Public Green Waste Drop Off, Clean Wood, and the Organics Processing and Transfer Building (Includes Green Waste, Curbside and Commercial Food Waste). If the additional storage time limits increase the potential for violations, or a violation takes place, the EA reserves the right to revert to the regulatory solid waste removal of 48 hours upon receipt for materials in the above listed areas.</p> <p>j. The operator shall provide an adequate water supply for fire suppression and isolate potential ignition sources from combustible materials. Fire lanes shall be provided to allow fire control equipment access to all operation areas.</p>	
<b>TRANSFER STATION:</b>	
<p>k. Stored recyclables shall neither interfere with facility operations nor cause public health or nuisance. The EA reserves the authority to reduce the maximum storage time of recyclables as necessary to protect public health and minimize litter, vector and other nuisances.</p> <p>l. All boxes, bins, pits, tipping floors or other waste containers shall be cleaned on weekly basis to prevent the occurrence of threats to the public or nuisance caused by litter or vectors. Operator must comply with the cleaning schedule of the interior and exterior of on-site buildings as described in the TPR.</p> <p>m. Litter shall be collected and disposed so as not to create a nuisance.</p> <p>n. Doors to the Organic Transfer Building must remain closed if it causes a nuisance.</p>	
<b>OMRF/OMCF:</b>	
<p>o. A copy of this permit shall be maintained at the facility.</p> <p>p. Feedstock is limited to green waste, residential &amp; commercial food waste, the organic fraction of municipal solid waste diverted</p>	

- from MSW recycling, and digestate from anaerobic organics processing facilities or other feedstocks as described in the TPR.
- q. OMCF is limited to producing 350 tons of compost per day.
  - r. All digestate not contained in an in-vessel digester shall be processed within 24 hours of receipt or removed from the site as described in the TPR.
  - s. OMRF/OMCF structure shall be constructed and handled in a manner that limits the attraction of birds, animals, or vectors to the site.
  - t. On-site load checking shall include: inspection of random loads, regular visual inspection of wastes deposited at the facility, training of facility personnel in hazardous and prohibited waste recognition and proper hazardous waste handling procedures, recordkeeping of hazardous and prohibited wastes found. Inspection of random loads of additives, amendments, and feedstocks for contaminants by trained personnel shall be conducted on commercial and public loads on a daily basis. A record shall be maintained on each random load check with the name of the staff conducting the check, date, time, vehicle owner/operator, license plate number or VIN number, any prohibited waste found, and disposition of the prohibited waste.
  - u. Physical contaminants and refuse removed from feedstock, compost, or chipped and ground material shall be removed from the site within 7 days of receipt or sooner if it causes a nuisance as described in the TPR.
  - v. The Odor impact Minimization Plan (OIMP) shall be reviewed annually by the operator to determine if revisions are necessary. If changes to the OIMP and any operations are proposed, the *changes* must be submitted to the EA at least 30 days in advance of the change.
  - w. No compost shall leave the premises without meeting the metal concentration limits specified in Section 17896.59, the pathogen reduction requirements specified in Section 17896.60, and the physical contamination limits (effective January 1, 2018) specified in Section 17896.61. Testing of the finished compost shall be performed by a California State-certified laboratory. Test results of samples must be received by the operator prior to removing compost from the in-vessel digestion facility where it was produced.
  - x. If nuisance conditions develop with the compostable materials (such as an odorous pile), immediate measures shall be taken to mitigate the problem. Records of measures taken to deal with such conditions shall be available to the EA. If abatement cannot be achieved within 24 hours, the material shall be redirected to another facility or landfilled as appropriate. Records of such disposal shall be included with the monthly tonnage report submitted to the EA.
  - y. If nuisance conditions develop outside of the OMRF/OMCF buildings (such as odorous conditions), immediate measures shall be taken to mitigate the problem. Records of measures taken to deal with such conditions shall be available to the EA. If abatement cannot be achieved and odorous conditions continue to cause a public nuisance, the operator shall provide an alternative method to mitigate the odor (such as installation of perimeter misting systems/deodorizers/etc.) and provide revisions to the OIMP as described in condition v.

**From:** [Dang, Alvin, Env.Health](#)  
**To:** [Tov, Jordan](#)  
**Cc:** [Surdilla, Arthur, Env. Health](#)  
**Subject:** [EXTERNAL] Permit Clarification 7/26/2022  
**Date:** Tuesday, July 26, 2022 3:56:30 PM  
**Attachments:** [Outlook-ju5xkjjz.png](#)

---

Hi Jordan,

Sending this follow-up email regarding our discussion about the RFI amendment, 5-year permit review, and the current solid waste permit.

Arthur will be sending comments for the April 2021 RFI amendment later this week. Once the comments are addressed, the required documents are resubmitted, and the documents are reviewed/approved, the RFI amendment will be complete.

The documents from the TPR not included in the April 2021 RFI amendment will then have to be submitted for the 5-year permit review. The solid waste permit will be issued after the 5-year permit review process with the issuance date of the completion of the 5-year permit review. Facility Operations will not be halted due to the 5-year permit review process.

If another agency inquires about the date on the solid waste permit, they may contact ACDEH for clarification in the matter.

Please let us know if you have any further questions.

**Alvin Dang, REHS**

Registered Environmental Health Specialist  
Alameda County Department of Environmental Health  
Solid/Medical Waste Management and Body Art Programs  
1131 Harbor Bay Parkway | Alameda, California 94502  
Phone: 510-639-1330  
Fax: 510-337-9234  
alvin.dang@acgov.org  
<https://deh.acgov.org/index.page>



*b. A list of current contracts with jurisdictions for C&D processing capacity, the estimated annual tonnage for each, the contract expiration dates, and possible extensions for each*

<b>Jurisdiction</b>	<b>Estimated Annual Tonnage</b>	<b>Contract Expiration Date</b>	<b>Possible Extension</b>
City of Albany	170 tons annually		No discussion yet
City of Emeryville	950 tons annually		No discussion yet
City of Oro Loma	760 tons annually	1/2038	No discussion yet

*c. Documentation verifying the certification requirements specified in subsection 2 above*

Please see the following for documentation from the Recycling Certification Institute (RCI).



# RECYCLING CERTIFICATION INSTITUTE

For Friendly, Expert advice call  
**1-916-242-8287**

## Davis Street Transfer Station - 2373 MRF

### Facility Profile & Report

Facility:

Map:

Company Logo:

#### Davis Street Transfer Station

2815 Davis St  
San Leandro, CA 94577

**Main:** 5105634277

**Web:** [www.dsgardencenter.com](http://www.dsgardencenter.com)

**Contact:** Osvaldo Jauregui

**Email:** [ojauregui@WM.COM](mailto:ojauregui@WM.COM)



Logo Not Available

**Facility Type:** C&D Recycling Facility

**Scales:** Certified, 8

**Other Services:** Debris Box, Material Sales

**Permits:** Solid Waste Permit, Conditional User Permit, Stormwater Permit, Waste Tire Permit, Various Air Permits

**Associations:** CRRA, NCRA

**Hours:**

Monday - 7:00 am to 5:00 pm

Tuesday - 7:00 am to 5:00 pm

Wednesday - 7:00 am to 5:00 pm

Thursday - 7:00 am to 5:00 pm

Friday - 7:00 am to 5:00 pm

Saturday - 8:00 am to 4:00 pm

[Edit Information](#)

#### Facility Gallery



#### Current Facility 12-Month Recycling Rate:

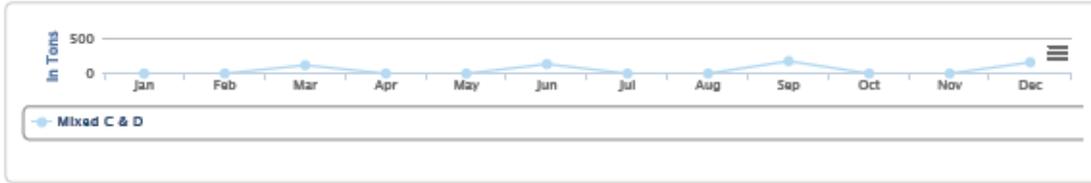
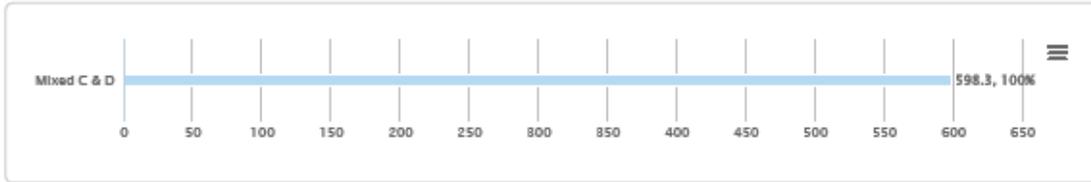
Recycling Rate with ADC  
**71.36%**

Recycling Rate without ADC  
**39.98%**

\*This Facility is Evaluated Using the Following Protocol

#### Inbound & Outbound Material Information:

Inbound Materials

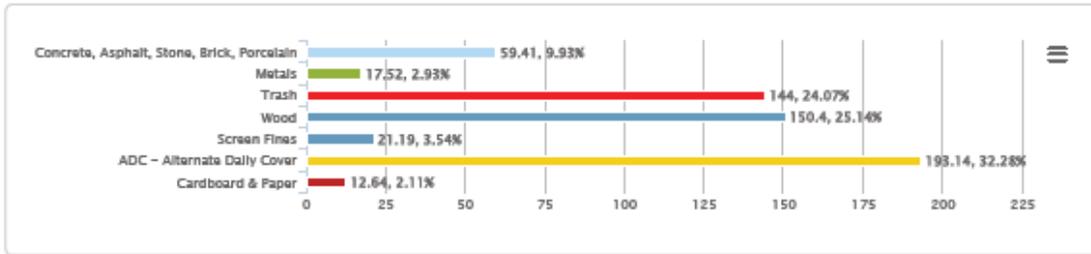


Facility Data for: **Jan 2023 - Dec 2023**

12 Month Recycling Rate Average 71.36%

Materials	Q1 2023			Q2 2023			Q3 2023			Q4 2023		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Mixed C & D	120.72	120.72	120.72	185.91	185.91	185.91	178.94	178.94	178.94	162.78	162.78	162.78
<b>TOTAL</b>	120.72	120.72	120.72	185.91	185.91	185.91	178.94	178.94	178.94	162.78	162.78	162.78

Outbound Materials



To show monthly outbound tonnages, [Click Here](#)



## B. Operating Conditions

### 1. Operations Information (Forms)

Proposers shall complete all operational information required in the "Processing – 3 C&D" Tab of Attachment A.

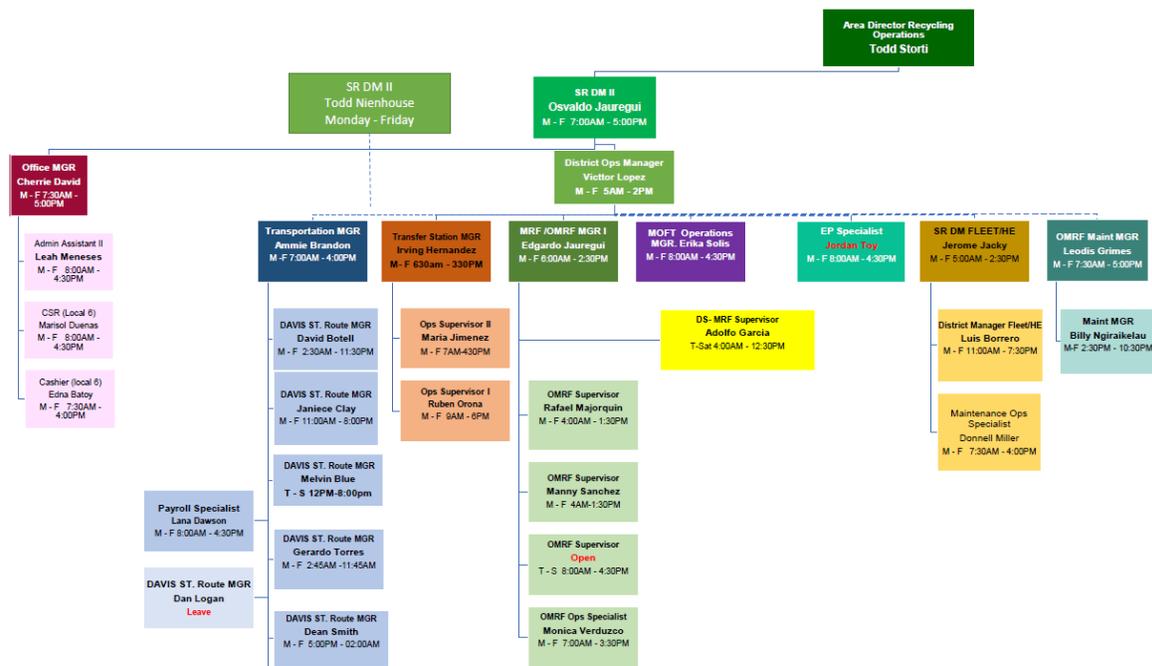
Please see Attachment A.

### 2. Operations Plan (Proposal)

In addition to the information to be provided in the technical proposal form (Attachment A), proposers shall submit an Operations Plan describing their plan to provide C&D processing services in accordance with this RFP, Article 4, and Article 5 of the Draft Agreement, and Applicable Law, as follows, at a minimum:

#### a. Personnel

An organization chart showing facility manager, other management and supervisory positions, and number of staff performing each function.



## **b. Material Receipt and Acceptance**

*To meet the requirements of Article 4 and Article 5 of the draft Agreement, including, but not limited to receiving, accepting, and safely and lawfully processing C&D materials.*

As a large volume transfer/processing facility, DSTS is required to obtain a Full Solid Waste Facility Permit (SWFP), as set forth in Title 27, Division 2, Subdivision 1, Chapter 4, Subchapter 3, Articles 2.0-3.2, (commencing with section 21570) shall, at the time of application, file a Transfer/Processing Report. This Transfer Processing Report (TPR) contains information which includes specifications of receiving, accepting, and safely and lawfully transferring/transporting materials received. The SWFP is enforced by the Alameda County Department of Environmental Health serving as the Local Enforcement Agency (LEA).

## **c. Load Checking/Unpermitted Waste**

*Procedures for identifying and addressing unpermitted waste in accordance with draft Agreement Section 5.2.2, including:*

- i. Inspecting, detecting, and rejecting unpermitted waste*
- ii. Handling, transporting, and delivering unpermitted waste to an appropriate processing or disposal facility*

In accordance with 14 CCR, Section 17409.5(a), DSTS implements a load checking program. A random load-check program is in place, which requires that at least eight (8) loads are randomly checked weekly to identify any hazardous or unacceptable wastes such as asbestos, treated wood and household hazardous wastes. The loads to be checked are distributed among the various haulers, waste sources, and vehicle types entering the transfer station.

- In particular, load checks are performed on Public MSW, third-party MSW, Multi-Family MSW, Commercial Dry Waste and construction and demolition debris deliveries. Load checks for these materials are conducted at the Public Disposal Area and C&D/Dry Waste/MMW MRF/OMRF.
- Load checks are also performed on Source Separated Food Waste and Green Waste. Load checks for these materials are conducted at the Organics Processing and Transfer Building. Load checks for Public Green/Wood Waste are performed in the Wood Waste Transfer Area.
- Load checks for Public Reuse and E-Waste and Recycling is performed in the Public Area Drop-Off.
- Additionally, all "suspicious" loads entering the site will be checked.

The employee performing the load-check inspection spreads the loads onto the inspection area as thinly as possible so that the maximum amount of refuse is visible. Using rakes or other hand tools as needed, the inspector proceeds to examine the loads for any suspect hazardous or designated wastes. If no hazardous or designated wastes are discovered, the load is pushed to the working area and mixed with the regular waste. If suspected hazardous or designated wastes are discovered, then the load-check inspection team follows the proper procedure for isolating and returning the unacceptable wastes to a known generator or (if a positive identification of the generator cannot be made) packing and transporting the material to the Hazardous Waste Storage Area. All load check

team members are trained in handling hazardous materials and in implementing proper procedures to protect the public.

The load checking program in effect at DSTS also applies to the OMRF operations in accordance with 14 CCR, Section 17896.25. The program includes records of load checks and the training of personnel in the recognition, proper handling, and disposition of prohibited waste. Random load check inspections for loads destined for the OMRF are conducted daily as indicated in the EA Conditions of the Solid Waste Facility Permit and use a similar method as described in the beginning of this section. A copy of the load checking program and copies of the load checking records for the last year will be maintained in the operating records and available for review by the appropriate regulatory agencies.

#### **d. Safety**

*Procedures for providing all services in a safe manner, including in accordance with applicable law and the insurance requirements of draft Agreement Article 9.*

Historically, waste collection, processing, and disposal have ranked among the most dangerous occupations in North America – in fact, the U.S. federal government ranks trash and recycling collection among the top 10 most dangerous jobs in the country. Our employees who collect and process material spend much of their workday lifting heavy items and operating large vehicles and heavy machinery - all of which can lead to injuries. It is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night.

Therefore, safety is not just a priority for WM; safety is a core value for our company. We understand the magnitude of the responsibility and strive to verify that each task, piece of equipment, company policy, and procedure reinforces safe actions and behaviors.

Safety at WM recycling facilities is accomplished through a comprehensive Injury and Illness Prevention Program (IIPP), Occupational Safety and Health Administration (OSHA) Safety Regulations, WM-specific safety policies and procedures as well WM's Recycling Operations Standards that include safety precautions or policies for each designated task within our recycling facility recycling facility operations. In addition to OSHA Safety Regulations, our safety policies and procedures have been created utilizing the American National Standards Institute (ANSI) Z245 - American National Standards Equipment Technology and Operations for Wastes and Recyclable Materials.

Our recycling facilities have unique safety requirements. WM's front-line employees come in direct and frequent contact with the materials we process each day. Some of the safety precautions we train on that are unique to our material recovery facility environment include:

- Bale quality and integrity
- Safe bale stacking
- Blood borne pathogens safeguards
- Conveyer and processing machinery safety
- Fire prevention protocols
- Mobile Equipment operation safety
- Hearing conservation

- Puncture prevention
- Respiratory protection
- Tipping floor safety
- Trailer loading safety

All employees, including managers and supervisors, receive training on general and job-specific safety and health practices. Training is provided:

- Comprehensive safety orientation upon starting with
- When the IIPP is first established or is revised
- To all employees given new job assignments for which training has not previously been provided
- Whenever new substances, processes, procedures or equipment are introduced into our recycling facilities and represent a new hazard
- To supervisors to familiarize them with the safety and health hazards to which employees under their supervision may be exposed
- To all employees with respect to hazards specific to each employee's job assignment
- To all employees with respect to hazards that are located in common areas throughout our recycling facilities

Our recycling processing equipment and facilities are inspected at regular intervals. High hazard or frequently changing operations or equipment (e.g., forklifts, sorting equipment, etc.) are inspected daily and additional safety inspections are conducted monthly and annually by company compliance managers and environmental health and safety auditors.

Employees are encouraged to be active participants in their personal health and safety as well as the broader safety of our facility and workplaces. Each of our recycling facilities has an established Safety Committee that consists of at least four workers from different departments within the operation – safety teams meet monthly and are empowered to review, adopt and implement practices as needed to maintain a safe work environment. Employees are also encouraged to inform management of existing hazards or concerns by communicating directly with their supervisor, facility manager or by calling the WM Helpline.

### **e. Traffic Control and Direction**

*Procedures for:*

- i. Constructing and maintaining roads from the facility entrance to scale house, and to point of unloading*
- ii. Directing on-site traffic to appropriate unloading areas to provide a safe working environment for facility, users, visitors, and employees*
- iii. Providing and maintaining roadways, signs, and personnel to facilitate safe and efficient traffic flow*
- iv. Providing for a turnaround time of no more than 20 minutes from entry to exit of the facility by City-directed vehicles*

Pursuant to 14 CCR, Section 17418.3, traffic flow through DSTS is controlled to prevent interference with and/or creation of a safety hazard on adjacent public streets and roads, or create on-site safety hazards and/or interference with waste handling operations. Public traffic accesses the site via Davis Street and traffic lanes into the site and to the scale house are designed to accommodate vehicle flow, thus preventing vehicle stacking on nearby roads. There is one outbound scale and five inbound scales at the Main Scale House. In the event traffic does begin to extend onto the public street, traffic directors are utilized to ensure that traffic is distributed fully across all inbound lanes. Transfer trucks use Business Center Drive to access.

Traffic flow through the facility shall be controlled to prevent the following:

- Interference with or creation of a safety hazard on adjacent public streets or roads,
- On-site safety hazards, and
- Interference with operations.

Traffic is controlled by facility signage and traffic directors located throughout the facility.

### **f. Scale Operation**

*Procedures for complying with the requirements of draft Agreement Section 5.2.8 including:*

- i. Maintaining motor vehicles scales and associated equipment and software*

DSTS maintains its State-certified motor vehicle scales and associated equipment and software in accordance with Applicable Law and company policy. Scales are routinely inspected and cleaned to remove any debris. Monthly inspections check for cracks in the metal or cement, as well as any shifting of the scale(s). Scale house cameras are also inspected weekly to ensure their functionality. Routine system software maintenance is regularly updated in the POS gate house workstations.

*ii. Obtaining vehicle tare weights for City-directed vehicles with periodic updating*

Tare weight is the empty weight of the vehicle including its body or container. If stored tare weights are allowed for use at the facility, the stored tare weights must be maintained in FASTLANE for each applicable vehicle. Stored tare weights are captured from the scale or input manually. Manual input should only be allowed for sites with no scales or as required to comply with contractual agreements or regulatory requirements. At a minimum, stored tare weights must be verified and updated semi-annually (every 180 days) to ensure accuracy, or more frequently if required by local laws, permit or contract. Random testing of stored tare weights should be completed on a quarterly basis and findings documented. The FASTLANE Central "Vehicle Tare Report" may be useful in this review.

*iii. Arranging for use of substitute scales*

DSTS currently has five inbound scales and one outbound scale. If a scale becomes non-operational or is undergoing maintenance, traffic is redirected to the other working scales. If power goes out, an emergency generator is available to power the scales.

*iv. Testing and calibrating scales*

All facility motor vehicle scales are tested and calibrated by third-party company on a quarterly basis.

*v. Weighing and recording weights for all inbound vehicles delivering materials*

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record all inbound vehicles delivering materials. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials. For greater efficiency, City-directed vehicles with stored tare weights usually weigh at an unattended scale to record total net weight of materials being delivered.

*vi. Weighing and recording weights for all outbound vehicles transporting recovered materials to market or secondary processing, and residue to the approved disposal facility*

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record weights for all outbound vehicles transporting recovered materials to market or secondary processing, and residue to the approved disposal facility. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials.

*vii. Paying disposal rates*

Customers are billed once or twice per month based on disposal rates set up in the internal billing system (MAS).

*viii. Maintaining scale records*

All Accounts Receivable Tickets, Bill of Lading documents, Bank deposit tickets and logs, transfer station scale tickets, and other supporting documents are sent to a third party information management company to properly maintain and preserve all documents for seven years. In addition, scale records can be accessed using FASTLANE CENTRAL to generate gatehouse ticketing reports.

*ii. Obtaining vehicle tare weights for City-directed vehicles with periodic updating*

Tare weight is the empty weight of the vehicle including its body or container. Stored tare weights are allowed for use at the facility and are maintained in FASTLANE for each applicable vehicle. Stored tare weights are captured from the scale. At a minimum, stored tare weights are verified and updated semi-annually (every 180 days) to ensure accuracy, or more frequently if required by local laws, permit or contract. Random testing of stored tare weights is completed on a quarterly basis and findings documented.

*iii. Arranging for use of substitute scales*

There are five inbound scales and one outbound scale. If a scale becomes non-operational or is undergoing maintenance, traffic is redirected to the other working scales. If power goes out, an emergency generator is available to power the scales.

*iv. Testing and calibrating scales*

All facility motor vehicle scales are tested and calibrated by third-party company on a quarterly basis.

*v. Weighing and recording weights for all inbound vehicles delivering materials*

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record all inbound vehicles delivering materials. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials.

*vi. Weighing and recording weights for all outbound vehicles transporting recovered materials to market or secondary processing, and residue to the approved disposal facility*

WM uses a gatehouse ticketing system called FASTLANE POS (Point of Sale) to weigh and record weights for all outbound vehicles transporting recovered materials to market or secondary processing. Inbound vehicles weigh in at a designated inbound scale to record gross weight and weigh out at a designated outbound scale to record tare weight after delivering materials.

*vii. Paying disposal rates*

Customers are billed once or twice per month based on disposal rates set up in the internal billing system (MAS).

*viii. Maintaining scale records*

All Accounts Receivable Tickets, Bill of Lading documents, landfill scale tickets, and other supporting documents are sent to a third party information management company to properly maintain and preserve all documents for seven years. In addition, scale records can be accessed using FASTLANE CENTRAL to generate gatehouse ticketing reports.

**g. Material Processing.**

*i. Methods of processing including key equipment, sorting stations, number of sort lines, and number of personnel assigned to each line*

Number of personnel assigned to the C&D Processing Line includes: two loader operators, one excavator operator, one roll-off driver, 13 sorters/screen cleaners, four technicians, and one administrative staff member.

Key processing equipment includes:

- Infeed conveyor
- Pre-Sort Conveyor
- 8" shaker screen
- Magnet
- 2"-5" Lubo screen
- Trommel
- 2" De-stonner
- Tomra Optical Sorter
- 8" De-stonner
- Post-sort conveyor
- Residue conveyor
- 1 OCC compactor
- Air compressors
- Material storage bunkers

*ii. Description of each stage for processing methods that involve multiple stages*

C&D material discharges onto a shaker screen that sizes the material into two (2) different fractions, greater than 8 inches (overs) and less than 8 inches (unders). The overs are sorted along a conveyor for recovery in an area called "post-sort".

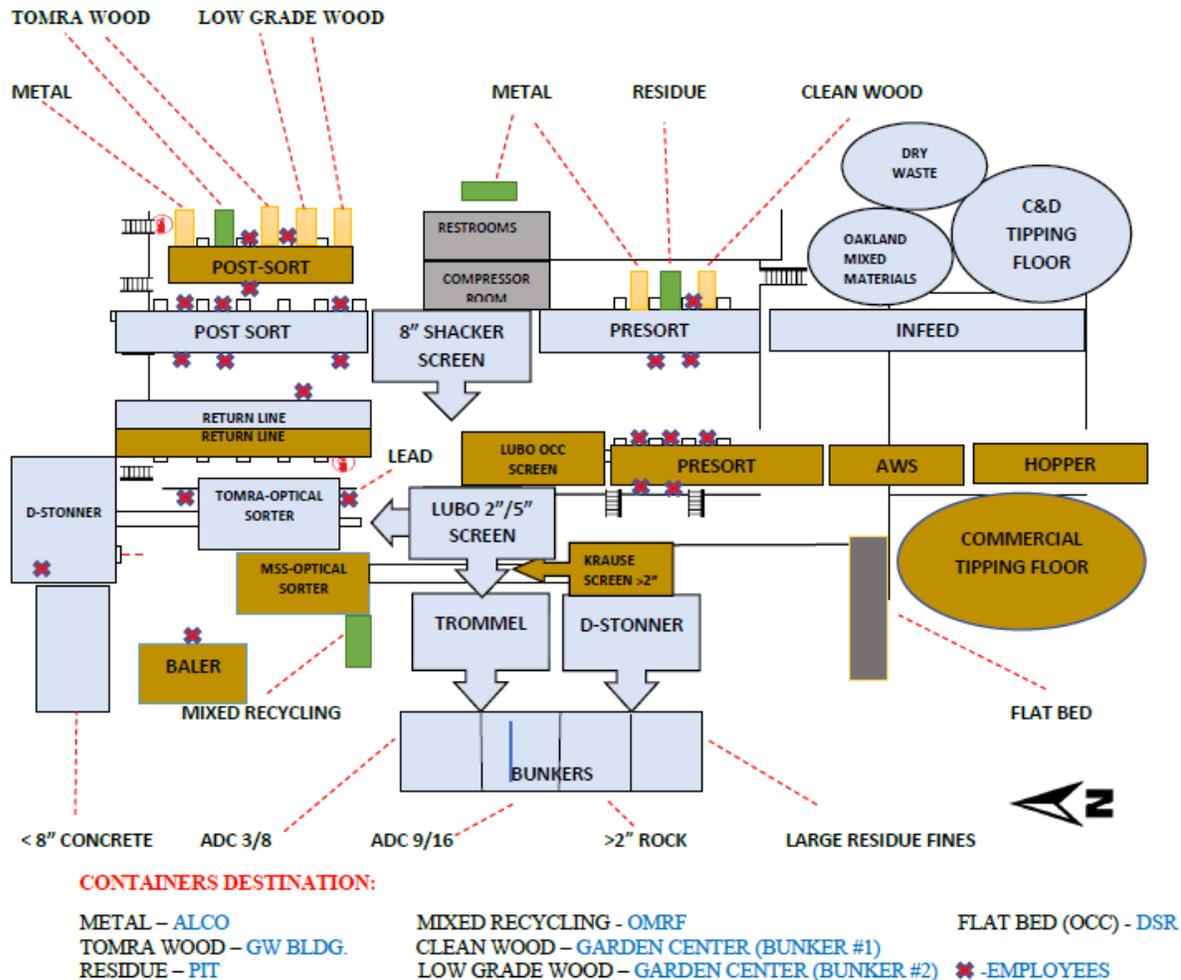
A series of sorting positions allow sorted material to be conveyed to several streams including wood, mixed rigid plastics (MRP), OCC (cardboard), concrete and metals. The remaining material after post-sort is then conveyed to the transfer station as residue on the same conveyor that handles the presort residue. The unders pass under an overhead magnet for removal of ferrous metals. The ferrous metals are conveyed to the pre-sort metal roll off box. Remaining material goes to the double deck screen to be further separated by size.

The first deck has an opening of 3/8 inches where the unders are discharged via conveyors to the fines bunkers. The second deck has an opening of two (2) inches. The 3/8 overs along with the 2-inch unders from the second deck go into a trommel screen for further sizing. The first trommel cut is set at 9/16 inch, and the second trommel cut is set a 1.25 inch. Trommel overs are then conveyed to two (2) separate destoners to do heavy/light separation.

Heavy objects fall into the 2-inch minus concrete/rock bunker and light materials fall into the large fines bunker. The unders of the trommel are dropped into the fines bunkers. The overs from the 2-inch deck go across an optical sorter used to sort wood. The ejected wood goes onto a sorting conveyor for quality control.

The negative fraction from the optical sorter is conveyed to a destoner for separation of the rocks and concrete (heavies). The heavies are discharge onto the same conveyor that transports the concrete from the post-sort past a quality control station. Lighter material from the destoner is conveyed back to a final sort conveyor. The remaining residual material is then conveyed to the residue line to the transfer station.

Please see the following process flow.



iii. Process for determining which line(s) will be used for processing a given load of material

The determination of processing for a given load is based on the classification of the material and is assigned based on generator type and/or collection container.

iv. List of material types recovered through processing

- Metals: ductwork, rebar, other ferrous and non-ferrous metals.
- Grade A Wood: Untreated/unpainted pallets, dimensional lumber, crates.
- Grade B Wood: Painted or stained wood, plywood, wood roofing.
- Tree Debris: trunks, branches, and trimmings.
- Mixed Recyclables: aluminum, plastic and glass bottles/cans, cardboard and paper.
- Inerts: concrete, asphalt, bricks, stone, gravel, tile, roofing tiles, porcelain, and other aggregates.
- Fines: dirt and sand

*v. List of material types categorized as residue*

- Ceiling tiles
- Insulation: fiberglass and reflectix
- Painted or textured drywall
- Textiles, roofing felt, cloth or any fabric
- Expanded polystyrene
- Plastic bags and bagged materials
- Hoses, cords, wires
- Mirrors, window or auto glass
- Food waste and liquids, containers containing such items

**h. Secondary-Processing**

*i. Conducting any procedures for secondary-processing of material*

Recovered Grade A and Grade B wood from the C&D processing line are transported to secondary processors to be converted into wood mulch products.

Recovered Mixed Recyclables are transported to a secondary processing Material Recovery Facility (MRF) for further separation of recyclable materials.

*ii. Transporting recovered materials to approved secondary processing facility(ies) and to markets*

WM represented transfer drivers are assigned to transport the recovered materials to Secondary Processing Facilities, using approved transfer vehicles and equipment.

**i. Disposal and Residue**

*i. Detailed method for determining and tracking the overall facility diversion rate and the diversion rate for materials generated in the City Service Area, including initial disposal of unprocessed material and the amount of residue from each individual processing line or processing stage*

WM determines overall facility diversion rate using the gatehouse ticketing system, FASTLANE, to track all inbound and outbound tonnage of materials. The facility will determine diversion rate for materials generated in the City Service Area by regularly conducting material composition audits or Material Recovery Facility (MRF) audits.

DSTS uses a third party certification process to calculate C&D diversion rate using the CORR Protocol and Certification of Real Rates. This protocol requires quarterly auditing of C&D material. An audit consists of collecting like material over several days, processing it through the MRF all at once and recording the results.

All unprocessed material, including residue from each individual processing line is tracked using the FASTLANE ticketing system and/or residue conveyor scale readings.

*ii. Transporting and disposing of residue with acceptable levels of prohibited contaminants in accordance with Section 4.5 of the draft Agreement*

WM represented transfer drivers would be assigned to transport and dispose of residue with acceptable levels of prohibited contaminants.

**j. Recovered Material Marketing**

*i. Marketing of recovered materials directly following C&D processing and following processing at secondary processing facilities*

WM EarthCare™ Mulch is made from 100% recycled, clean, untreated lumber that is recovered at the DSTS C&D processing line and coarsely ground to 2" at a secondary processing facility. WM EarthCare™ is a line of products that provide a sustainable, closed loop solution for Bay Area landscapers who want to reduce their carbon footprint while enriching local soil. The colorfast mulch, dyed with naturally occurring carbon and/or iron oxide, is safe for children and animals, and is guaranteed to retain its color for one year. WM EarthCare™ products are available at DSTS and several other WM facilities in the Bay Area.

*ii. Maintaining complete and accurate marketing records, including tonnage of material marketed, price, revenue received, purchaser, and specified end-use*

DSTS uses FASTLANE ticketing records, MRF audit records, and/or RCI audit data to maintain and verify diversion tonnage data.

**k. Quarantined Organic Waste**

*Describe proposer's plan for identifying and maintaining records regarding quarantined organic waste.*

The Davis Street Transfer Station (DSTS) holds an agreement (Compliance Agreement No: 01-GW-006) with the California Department of Food and Agriculture (CDFA) to help prevent the spread of pests such as Asian citrus psyllid, European grapevine moth, light brown apple moth and *Phytophthora ramorum* which present a real and ongoing threat to the agricultural industry, environment, and economy of the State of California.

The Agreement permits DSTS to self-execute the quarantine requirements as a Hauler/Transporter and Transfer Station. Among other provisions, DSTS is required to transport green waste in a vehicle or trailer in compliance with the California Vehicle Code sections 23114(a) and 23115(a), and only accept green waste from a transporter/hauler operating under a compliance agreement.

The movement of green waste must abide by the following:

- a) Movement of unprocessed green waste is regulated, and it must remain within the Quarantine Area.
- b) Movement of green waste processed incompletely (mulch) is regulated, and it must remain within the Quarantine Area.
- c) Green waste processed completely (compost) is the only form of green waste that is not regulated. Compost may move within or outside the quarantine area.
- d) Green waste resulting from EGVM regulated articles (including grape and olive) that has been pressed at 2 bars, or 28 PSI, is no longer regulated and may be distributed anywhere in California in California except vineyards located outside an EGVM quarantine area.

DSTS maintains records of certified weighmaster certificates for all shipments of green waste received from the quarantine area for a period of two years and makes them available for inspection by county, state, or federal plant regulatory officials upon request.

### **I. Alternative Facility**

*Procedures for use of alternative facilities, if needed, in accordance with the requirements and limitations in draft Agreement Section 4.1.*

WM does not have a secondary C&D processing facility at this time.

### **m. Allocation Method**

*Proposed process for allocating recovered materials and disposal/residue tonnages to the City versus to other facility users as provided in draft Agreement Section 4.4.D.*

The facility will calculate allocation of materials recovered and disposal/residue tonnages from the City by accessing scale records to determine inbound and outbound tonnages and applying a percentage from the total inbound and outbound materials received at the facility for a certain period of time.

## **3. Diversion (Proposal)**

*Describe the following:*

*a. Proposer's practices for ensuring compliance with third-party C&D accreditors, including, but not limited to, maintaining at least 65% diversion rate and maintaining records to be provided to the City*

To ensure compliance with third party C&D accreditors DSTS intends to continue its third party certification process with the Recycling Certification Institute (RCI) or other approved third party certification program.

To maintain at least a 65% diversion rate, the facility intends to monitor inbound C&D material for processing by conducting random load checks on C&D inbound loads to ensure processing material contain acceptable levels of C&D material. The facility will continue to maintain its equipment and retrofit its system as necessary to improve quality and/or quantity of recovered materials. In addition,

the facility will also work to maintain current markets of recovered material and/or find appropriate channels to divert and market recovered materials.

DSTS uses RCI or other approved third party certification program and/or FASTLANE records to maintain diversion records to be provided to the City.

*b. Proposer's systems for maintaining and verifying diversion and tonnage data*

DSTS uses FASTLANE ticketing records, MRF audit records, and/or RCI audit data to maintain and verify diversion tonnage data.

*c. Any programs or practices proposer has implemented over the past three years, or plans to implement to increase its diversion rate, and describe the impact or results of those efforts.*

In 2023, DSTS added a Tomra Optical Sorter to increase wood recovery.

#### **4. Expansion and/or Permit Modifications (Proposal)**

*Describe any proposed or planned facility changes, expansion plans, and/or permit modification processes that impact the proposer's services in response to this RFP.*

There are currently no facility changes that impact the proposer's services in response to this RFP.

#### **5. Invoicing (Proposal)**

*Describe proposer's process for invoicing services as provided in draft Agreement Section 8.2.*

At WM, everything we do is about creating an outstanding experience for our customers. That is why we use the equipment and software that we do. The fully integrated capability of our system confirms that customer information is correct, and the overall customer experience is exceptional. For WM, our billing system is not just "back office" processing; it is the backbone of the customer's experience.

WM utilizes Mid-America Systems (MAS) as our customer billing system. MAS software operates on an IBM iSeries AS400 Platform, running i5/OS version 7.1. It can be accessed through a secure, internet VPN-based connection 24 hours each day, 7 days a week.

**Fully Integrated Billing.** MAS integrates all billing, routing, and customer service information into one operating system. WM's invoice format is based on extensive research, customer feedback, and field testing. Our invoices provide the opportunity to create custom billing inserts and messages that are tailor-made for San Leandro. For online customers, we post electronic versions of the inserts to their online invoice for a total "green" experience.

## An Easy-to-Understand Monthly Invoice

To present our customers with accurate billing information in an easy-to-read format, WM redesigned our standard invoice template. Our new invoice remains fully compliant with governmental, contractual, and local requirements while also incorporating customer feedback. The most common customer request regarding our invoice was to make it easier to understand. To accomplish this, we simplified the invoice format, provided clear steps for all payment options, and include an explanation of common charges if applicable.

### SIMPLE GUIDE TO YOUR INVOICE (FRONT)

---

**1** **Customer ID**  
Unique identifier for your account.

**2** **Billing Period**  
Shows the billing cycle dates for this invoice.

**3** **Contact Information**  
We're always here to help, either online or by phone.

**4** **What Do I Owe and When**  
Quickly see the total and when it is due.

**5** **Account Overview**  
A quick summary of your monthly charges. A full breakdown is in the details section below.

**6** **Detailed Account Activity**  
Information by service location, including all services, credits, and additional charges.

**7** **Payment Coupon**  
If paying by mail, this is the portion of your paper invoice you return with payment.



# INVOICE

Page 1 of 3

**Customer ID:** 4-83172-53009  
**Customer Name:** WM CUSTOMER  
**Service Period:** DATES HERE  
**Invoice Date:** DATE HERE  
**Invoice Number:** 7761746-2479-6

1  
2

**1** 4-83172-53009  
**WM CUSTOMER**  
**DATES HERE**  
**DATE HERE**  
**7761746-2479-6**

**How to Contact Us**

Visit [wm.com/MyWM](http://wm.com/MyWM)

Create a My WM profile for easy access to your pickup schedule, service reports and online tools for billing and more. Have a question? Check our support center or start a chat.





Customer Service: (866) 797-9018

**Your Payment is Due**

DATE HERE

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due**

\$XXXXXX

Previous Balance  
XXXXXX

+ Payments  
XXXXXX

+ Adjustments  
0.00

+ Current Invoice Charges  
XXXXXX

= Total Account Balance Due  
XXXXXX

DETAILS OF SERVICE

**Details for Service Location:** Customer ID: 4-83172-53009  
**CUSTOMER NAME, CUSTOMER ADDRESS** PO #: PO1140428

Description	Date	Ticket	Quantity	Amount
Disposal	XX/XX/XX		XXXX	XXXX
Curb Service	XX/XX/XX		XXXX	XXXX
Curb Service	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----



WASTE MANAGEMENT  
 PO BOX 42090  
 PHOENIX, AZ 85008  
 (866) 797-9018  
 (RRR) 879-0429 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
DATE HERE	7761746-2479-6	4-83172-53009
Payment Terms	Total Due	Amount
Total Due by XX/XX/XXXX	\$XXXXXX	

7

2479000048317253009077617460002085455000041781527 8

I1734R56

WM CUSTOMER  
WM CUSTOMER ADDRESS

Remit To: **WM**  
**PO BOX 4647**  
**CAROL STREAM, IL 60197-4647**

710-0048533-2479-8  
  
 Printed on recycled paper.

## 6. Reporting (Proposal)

Describe proposer's process for maintaining records and submitting reports to the City, such as those described in Exhibit D of the draft Agreement.

The key to continuous improvement is that you cannot change what you do not measure. At WM, we understand that measuring and reporting diversion, financial performance, and service delivery are key components of a successful program.

WM can provide detailed, accurate reporting in a format that is mutually agreed upon by San Leandro and WM. Typically, these reports are provided on a monthly, quarterly, and/or annual basis, but we can also submit reports to San Leandro on an ad hoc basis as requested.

## Sample Reports

Following are excerpts of monthly or quarterly reports that document monthly tonnage, customer accounts, and customer service information.

### Customer Summary Report

Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM

Name: Davis Street Transfer Station - San Leandro - S04342 (USA)

User: wavery

Date: Jan 24 2024, 10:54:30 AM - Central Standard Time

Operation Type: Inbound

Customer Name:

Ticket Type: All

Customer Type: All

PMT Category: All

Profile:

Ticket Date	Ticket ID	Cust Code	MAS Unique ID	Material	Material Description	Origin	Rate	Rate Unit	Rate Qty	Yards	Tons
12/1/2023	5386680	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.23	0	1.23
12/1/2023	5386707	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.13	0	1.13
12/4/2023	5387780	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.26	0	2.26
12/4/2023	5387787	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.03	0	1.03
12/5/2023	5388685	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.53	0	1.53
12/5/2023	5388693	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.4	0	0.4
12/6/2023	5389492	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.85	0	0.85
12/6/2023	5389507	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.91	0	0.91
12/7/2023	5390335	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.36	0	1.36
12/7/2023	5390358	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.97	0	0.97
12/8/2023	5391134	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.54	0	1.54
12/8/2023	5391157	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.02	0	1.02
12/11/2023	5392166	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.89	0	0.89
12/11/2023	5392181	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.27	0	1.27
12/12/2023	5393072	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.89	0	1.89
12/12/2023	5393119	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.69	0	0.69
12/13/2023	5393947	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.28	0	1.28
12/13/2023	5393965	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.84	0	0.84
12/13/2023	5393977	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.77	0	2.77
12/14/2023	5394896	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.59	0	1.59

12/13/2023	5393891	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.83	0	1.83
12/13/2023	5394027	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.67	0	1.67
12/14/2023	5394957	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.65	0	1.65
12/14/2023	5395155	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.64	0	1.64
12/14/2023	5395234	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.22	0	1.22
12/15/2023	5395722	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.94	0	0.94
12/15/2023	5395744	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.99	0	1.99
12/15/2023	5395828	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.85	0	1.85
12/18/2023	5396800	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/18/2023	5396841	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.19	0	0.19
12/18/2023	5397415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.77	0	1.77
12/19/2023	5397735	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.51	0	1.51
12/19/2023	5397759	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.31	0	1.31
12/19/2023	5397762	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.52	0	0.52
12/19/2023	5397931	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.84	0	2.84
12/21/2023	5399375	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.56	0	1.56
12/22/2023	5400235	0016712	242318663005	S-WDT	29~Wood - Clean			TON	6.61	0	6.61
12/22/2023	5400339	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.74	0	1.74
12/22/2023	5400369	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.93	0	1.93
12/26/2023	5401338	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.89	0	0.89
12/26/2023	5401423	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.67	0	2.67
12/29/2023	5404333	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.75	0	0.75
12/29/2023	5404415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/29/2023	5404544	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.74	0	0.74
12/30/2023	5405507	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.06	0	0.06
<b>Material Total</b>	<b>46</b>								<b>70.57</b>	<b>0</b>	<b>70.57</b>
<b>Customer Total</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>
<b>Ticket Totals</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>

**Customer Summary Report**

Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM

Name: Davis Street Transfer Station - San Leandro - S04342 (USA)

## 7. Additional Features (Proposal - Optional)

*Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility.*

Our prime location in San Leandro provides easy accessibility for our customers.

### C. Other Technical Information.

#### 1. Regulatory Compliance (Attachments)

*Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, state, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.*

Agency	Contact	Expertise Area	Contact Information
--------	---------	----------------	---------------------

CUPA	Lisa Maffei	City of San Leandro Environmental Services Section	(510)-577-6032, <a href="mailto:LMaffei@sanleandro.org">LMaffei@sanleandro.org</a>
Alameda County Waste Management Authority (StopWaste)	Elese Lebsack: Program Manager	Plant Debris Landfill Ban	(510) 891-6528, <a href="mailto:elebsack@stopwaste.org">elebsack@stopwaste.org</a>
LEA (Local Enforcement Agency)	Arthur Surdilla: Acting Supervising Hazardous Materials Specialist/ Registered Environmental Health Specialist	Oversees all LEA activities	(510) 567-6868, <a href="mailto:arthur.surdilla@acgov.org">arthur.surdilla@acgov.org</a>
	Aliya Khan: Senior Registered Environmental Health Specialist	Solid Waste Facility Permit	(510) 567-6739, <a href="mailto:Aliya.Khan@acgov.org">Aliya.Khan@acgov.org</a>
	Alvin Dang: Registered Environmental Health Specialist	Solid Waste Facility Permit	(510) 639-1330, <a href="mailto:Alvin.Dang@acgov.org">Alvin.Dang@acgov.org</a>
	David Madieros: Registered Environmental Health Specialist	Gas Monitoring/ Closed Landfill	(510-567-6735), <a href="mailto:David.Madieros@acgov.org">David.Madieros@acgov.org</a>
	Vicent Kazibwe: Registered Environmental Health Specialist	Fleet	(510) 567-6764, <a href="mailto:vicent.kazibwe@acgov.org">vicent.kazibwe@acgov.org</a>
BAAQMD	Ryan Atterbury: Site/ Program Manager		(415) 749-4670, <a href="mailto:ratterbury@baaqmd.gov">ratterbury@baaqmd.gov</a>
CalRecycle	Andrew Hurst: Supervising Senior Environmental Scientist	E-Waste Recycling Program	(916) 323-2872, <a href="mailto:Andrew.Hurst@CalRecycle.ca.gov">Andrew.Hurst@CalRecycle.ca.gov</a>

DTSC	Amalie Larsen: E-Waste Program Inspector		<a href="mailto:Amalie.Larsen@dtsc.ca.gov">Amalie.Larsen@dtsc.ca.gov</a>
------	--	--	--

## Disposal Services

### A. Facilities

#### 1. Facility Information (Forms)

*Proposers shall complete all facility information required in the "Disposal – 1 MSW" Tab of Attachment A.*

Please see Attachment A.

#### 2. Additional Facility Description (Proposal)

*Proposer shall provide an overview of the design and operating practices of the landfill to ensure regulatory compliance.*

Altamont Landfill and Resource Recovery Facility is a regional facility that provides safe and convenient disposal services for communities, businesses and industries serving Alameda County and surrounding cities.

This facility is engineered with environmental protection systems that meet or exceed rigorous government regulations and are subject to highly regulated monitoring and reporting requirements. Systems include engineered liners and covers, leachate collection and removal, and landfill gas collection and control.

Altamont Landfill and Resource Recovery Facility is recognized for its sustainable practices and leadership in landfill management. This facility hosts an on-site composting facility, landfill gas to liquefied natural gas (LNG) plant and Liquefied Compressed Natural Gas (LCNG) fueling facility as well as electricity-generating landfill gas-powered turbines and windmills.

### 3. Facility Documents (Attachments)

Proposers shall provide the following attachments:

a. A copy of the Solid Waste Facility Permit

<b>SOLID WASTE FACILITY PERMIT</b>		Facility Number: <b>01-AA-0009</b>			
<b>1. Name and Street Address of Facility:</b> Altamont Landfill and Resource Recovery Facility 10840 Altamont Pass Road, Livermore, CA 94550	<b>2. Name and Mailing Address of Operator:</b> Waste Management of Alameda County 172 98 <sup>th</sup> Avenue Oakland, CA 94503	<b>3. Name and Mailing Address of Owner:</b> Waste Management of Alameda County 172 98 <sup>th</sup> Avenue Oakland, CA 94503			
<b>4. Specifications:</b>					
<p><b>a. Permitted Operations:</b> <input checked="" type="checkbox"/> Disposal Site <span style="float: right;"><input type="checkbox"/> Transformation Facility</span>  <input type="checkbox"/> Transfer/Processing Facility (MRF) <span style="float: right;"><input type="checkbox"/> Other: _____</span>  <input type="checkbox"/> Composting Facility (<u>MSW/green material/C&amp;G</u>)</p>					
<b>b. Permitted Hours of Operation:</b> Receipt of Refuse/Waste <u>24 hours</u> Ancillary Operations/Facility Operating Hours <u>24 hours</u> (Public Hours) <u>Monday through Friday 6 a.m. to 6 p.m.</u>					
<b>c. Permitted Maximum Tonnage:</b> <u>11,150</u> Tons per Day for Disposal					
<b>d. Permitted Traffic Volume:</b> <u>557</u> Refuse Vehicles per Day					
<b>e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):</b>					
	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	2,063.6	472	N/A	N/A	N/A
Design Capacity (cu.yds)		87.1 million tons 124.4 million cubic yards	N/A	N/A	N/A
Max. Elevation (Ft. MSL)		1200			
Max. Depth (Ft. MSL)		540			
Estimated Closure Year		2070			
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.					
<b>5. Approval:</b>  _____ Ronald Browder, Director Alameda County Department of Environmental Health			<b>6. Enforcement Agency Name and Address:</b> Alameda County Department of Environmental Health Solid/Medical Waste Management 1131 Harbor Bay Parkway Alameda, CA 94502		
<b>7. Date Received by CalRecycle:</b> July 6, 2020			<b>8. CalRecycle Concurrence Date:</b> August 28, 2020		
<b>9. Permit Issued Date:</b> September 2, 2020		<b>10. Permit Review Due Date:</b> 05/08/2025		<b>11. Owner/Operator Transfer Date:</b>	

<b>SOLID WASTE FACILITY PERMIT</b>	<b>Facility Number:</b> <b>01-AA-0009</b>																												
<p><b>12. Legal Description of Facility:</b> The legal description of this facility is contained in pages 2-5 of the Joint Technical Document dated April 30, 2020.</p>																													
<p><b>13. Findings:</b></p> <ul style="list-style-type: none"> <li>a. This permit is consistent with the Alameda County Integrated Waste Management Plan, which was approved by CalRecycle on December 12, 2000. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a).</li> <li>b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.</li> <li>c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.</li> <li>d. The Alameda County Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC 44151.</li> <li>e. An Environmental Impact Report (EIR) was filed with the State Clearinghouse (SCH #1992083047) and certified by the Board of Supervisors on March 9, 2000. The EIR describes and supports the design and operation which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on March 9, 2000.</li> <li>f. The EIR consists of the EIR dated September 29, 1995, the Response to Comments Addendum dated March 29, 1996 and the Revised Final EIR dated January 2000.</li> <li>g. The Alameda County Planning Department has determined that the facility expansion is compatible with surrounding land use through the approval of Conditional Use Permit C-5512.</li> </ul>																													
<p><b>14. Prohibitions:</b> The permittee is prohibited from accepting the following wastes: Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency.</p>																													
<p><b>15. The following documents describe and/or restrict the operation of this facility:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 15%; text-align: center;">Date</th> <th style="width: 40%;"></th> <th style="width: 15%; text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td>Joint Technical Document (JTD)</td> <td style="text-align: center;">April 30, 2020</td> <td>Preliminary Closure and Postclosure Maintenance Plan</td> <td style="text-align: center;">April 30, 2020</td> </tr> <tr> <td>Waste Discharge Requirements (WDR) Order No. R5-2016-0042</td> <td style="text-align: center;">June 24, 2016</td> <td>Preliminary Closure and Postclosure Maintenance Plan Financial Assurance Documentation</td> <td style="text-align: center;">Sept. 7, 2017</td> </tr> <tr> <td>BAAQMD Permit to Operate #A2066</td> <td style="text-align: center;">Feb. 1, 2005</td> <td>Operating Liability Certification</td> <td style="text-align: center;">2019</td> </tr> <tr> <td>EIR (SCH #1992083047)</td> <td style="text-align: center;">March 9, 2000</td> <td>Conditional Use Permit (CUP) C-5512 (Alameda County Board of Supervisors Resolution #R-2000-414)</td> <td style="text-align: center;">March 9, 2000</td> </tr> <tr> <td>EPA Major Facility Review Permit Administered by BAAQMD pursuant to Federal Title V</td> <td style="text-align: center;">Dec. 1, 2003</td> <td>CUP PLN2010-00041 (ACPD Resolution No. 13-09)</td> <td style="text-align: center;">Adopted Mar. 18, 2013</td> </tr> <tr> <td>Alameda County Waste Management Authority Resolution No. 2000-10</td> <td style="text-align: center;">May 24, 2000</td> <td>NPDES No. 0083763</td> <td style="text-align: center;">June 7, 2002</td> </tr> </tbody> </table>			Date		Date	Joint Technical Document (JTD)	April 30, 2020	Preliminary Closure and Postclosure Maintenance Plan	April 30, 2020	Waste Discharge Requirements (WDR) Order No. R5-2016-0042	June 24, 2016	Preliminary Closure and Postclosure Maintenance Plan Financial Assurance Documentation	Sept. 7, 2017	BAAQMD Permit to Operate #A2066	Feb. 1, 2005	Operating Liability Certification	2019	EIR (SCH #1992083047)	March 9, 2000	Conditional Use Permit (CUP) C-5512 (Alameda County Board of Supervisors Resolution #R-2000-414)	March 9, 2000	EPA Major Facility Review Permit Administered by BAAQMD pursuant to Federal Title V	Dec. 1, 2003	CUP PLN2010-00041 (ACPD Resolution No. 13-09)	Adopted Mar. 18, 2013	Alameda County Waste Management Authority Resolution No. 2000-10	May 24, 2000	NPDES No. 0083763	June 7, 2002
	Date		Date																										
Joint Technical Document (JTD)	April 30, 2020	Preliminary Closure and Postclosure Maintenance Plan	April 30, 2020																										
Waste Discharge Requirements (WDR) Order No. R5-2016-0042	June 24, 2016	Preliminary Closure and Postclosure Maintenance Plan Financial Assurance Documentation	Sept. 7, 2017																										
BAAQMD Permit to Operate #A2066	Feb. 1, 2005	Operating Liability Certification	2019																										
EIR (SCH #1992083047)	March 9, 2000	Conditional Use Permit (CUP) C-5512 (Alameda County Board of Supervisors Resolution #R-2000-414)	March 9, 2000																										
EPA Major Facility Review Permit Administered by BAAQMD pursuant to Federal Title V	Dec. 1, 2003	CUP PLN2010-00041 (ACPD Resolution No. 13-09)	Adopted Mar. 18, 2013																										
Alameda County Waste Management Authority Resolution No. 2000-10	May 24, 2000	NPDES No. 0083763	June 7, 2002																										

<b>SOLID WASTE FACILITY PERMIT</b>	Facility Number: <p style="text-align: center; font-weight: bold;">01-AA-0009</p>
<b>16. Self-Monitoring</b> The owner/operator shall submit all self-monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period.	
<b>Program</b>	<b>Reporting Frequency</b>
<ul style="list-style-type: none"> <li>a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.</li> <li>b. The number of refuse vehicles using the facility per day.</li> <li>c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.</li> <li>d. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.</li> <li>e. Results of the perimeter landfill gas migration monitoring program.</li> <li>r. Remaining site capacity with aerial surveys.</li> <li>g. Annual mitigation monitoring program report.</li> <li>h. Type, source and quantity of alternative daily cover materials received.</li> </ul>	<ul style="list-style-type: none"> <li>Monthly*</li> <li>Monthly*</li> <li>Available on site</li> <li>Quarterly*</li> <li>Quarterly*</li> <li>Annual by June 30</li> <li>Annually</li> <li>Available on site</li> </ul>
<p>• All reports with monthly or quarterly frequency shall be due on the last day of the month following the reporting period.</p>	

<b>SOLID WASTE FACILITY PERMIT</b>	<b>Facility Number:</b>  <b>01-AA-0009</b>
------------------------------------	--

**17. Enforcement Agency (EA) Conditions:**

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 27, California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. The maximum permitted daily tonnage for this facility is 11,150 disposal tons per day, and the facility shall not receive more than this amount without a revision of this permit.
- e. This permit is subject to review by the EA and may be temporarily suspended or revoked at any time by the EA for sufficient cause, in accordance with Division 30 of the Public Resources Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq and associated regulations.
- f. The EA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance.
- g. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- h. A copy of this permit shall be maintained at the facility.
- i. Daily cover will be applied in an ongoing process during the "working day" which is up to 6.5 days long. No area of waste is to be exposed that will not be receiving waste or cover within 24 hours. At the end of the working day, the entire site is to be covered with at least 6 inches of soil or approved ADC.
- j. Covering of friable asbestos containing waste must begin within one hour of receipt of the final load of the day pursuant to the Asbestos Management Plan for the facility in the JTD.
- k. Operator shall implement all components of the litter control program as described in the JTD. The EA may require revisions to the program and implementation of additional control mechanisms if the facility is continuously in violation of State Minimum Standards for litter control.

*b. The Remaining Life Assessment Report, which is typically submitted annually to California Department of Resources Recycling and Recovery (CalRecycle) by each landfill site*

Please see the following Remaining Life Assessment Report for Altamont Landfill.



**Altamont Landfill & Resource  
Recovery Facility**  
10840 Altamont Pass Road  
Livermore, CA 94551

**VIA E-mail [arthur.surdilla@acgov.org](mailto:arthur.surdilla@acgov.org)**

September 23, 2022

Mr. Arthur Surdilla  
Senior Registered Environmental Health Specialist  
Alameda County Department of Environmental Health  
1131 Harbor Bay Parkway  
Alameda, CA 94502

**Re: 2022 Aerial Survey Results for Altamont Landfill and Resource Recovery Facility**

Dear Mr. Surdilla,

Altamont Landfill conducted its last semi-annual aerial survey on July 4, 2022. The aerial photography and topographic mapping were performed by our consultant Miller Creek Aerial Mapping. In accordance with Solid Waste Facility Permit (SWFP) 01-AA-0009, Section 16, Part F, we are reporting the remaining site capacity and transmitting the aerial survey results.

Altamont Landfill is comprised of two filling areas: Fill Area 1 and Fill Area 2. The remaining site capacity is reported for both Fill Areas 1 and 2, with waste placement in Fill Area 2 commencing on March 26, 2019. The decomposable waste capacity of Fill Area 1 was increased by 3,920,000 tons through a permitting action by the BAAQMD (Change of Permit Conditions, November 16, 2015, Condition No. 19235, Article 18). Consistent with our permits, the capacity of Fill Area 2 will be reduced by the actual quantity of decomposable waste disposed in Fill Area 1. The design capacities for Altamont Landfill in the SWFP and Title V Permit overlap and are as follows:

- Design Disposal Capacity (SWFP): 87.1 million tons decomposable waste
- Design Disposal Capacity (SWFP and Title V Permit): 124.4 million cubic yards (cy)
- Fill Area 1 (Title V Permit, Change of Permit Conditions): 51.02 million tons decomposable waste

The estimated remaining capacity in tons and available volume per landfill area follow.

- Fill Area 1 has an estimated 1,468,000 cubic yards of remaining airspace at the July 4, 2022 survey date. The remaining airspace consists of 1,034,000 cy at Unit 1 (Class III unit) and 434,000 cy at Unit 2 (Class II unit). The remaining airspace is the volumetric difference between the Final Grading Plan and existing topography, attached as Figures 1 through 4, for Fill Areas 1 and 2, respectively. After the BAAQMD change of permit conditions, the disposal capacity of Fill Area 1 is limited by the available airspace rather than decomposable tons. At the current projected disposal rates and operations in Fill Area 2, Altamont estimates that the available Class II and Class III capacity in Fill Area 1 will be consumed in about 2033-34.





**Altamont Landfill & Resource  
Recovery Facility**  
10840 Altamont Pass Road  
Livermore, CA 94551

- Fill Area 1 has an estimated 994,306 tons of decomposable waste capacity remaining under the Title V permit limit of 51.02 million tons of decomposable waste as of July 1, 2022. As noted above, the remaining capacity of Fill Area 1 is limited by the remaining airspace.
- Fill Area 2 has an estimated 43,304,000 cubic yards of remaining volumetric capacity per proposed grading plans shown in the facility's latest JTD, currently under review (Geosyntec Consultants, April 2020).
- Fill Area 2 has an estimated 33,830,352 tons of remaining decomposable waste capacity as of July 1, 2022.

Please contact me at 925-455-7331 if you have any questions or need additional information.

Very truly yours,

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

Handwritten signature of Stefan P. Solomon in black ink.

Stefan P. Solomon  
Business Unit Engineer

Handwritten signature of Marcus Netz in blue ink.

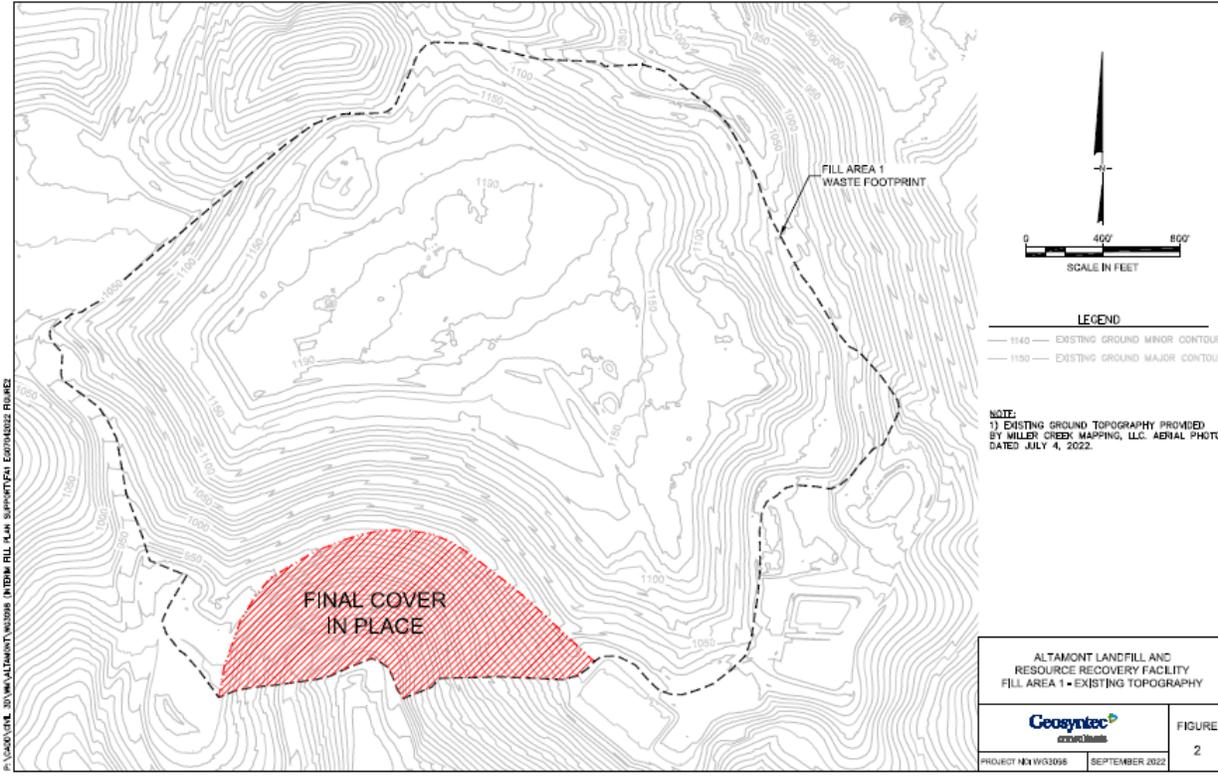
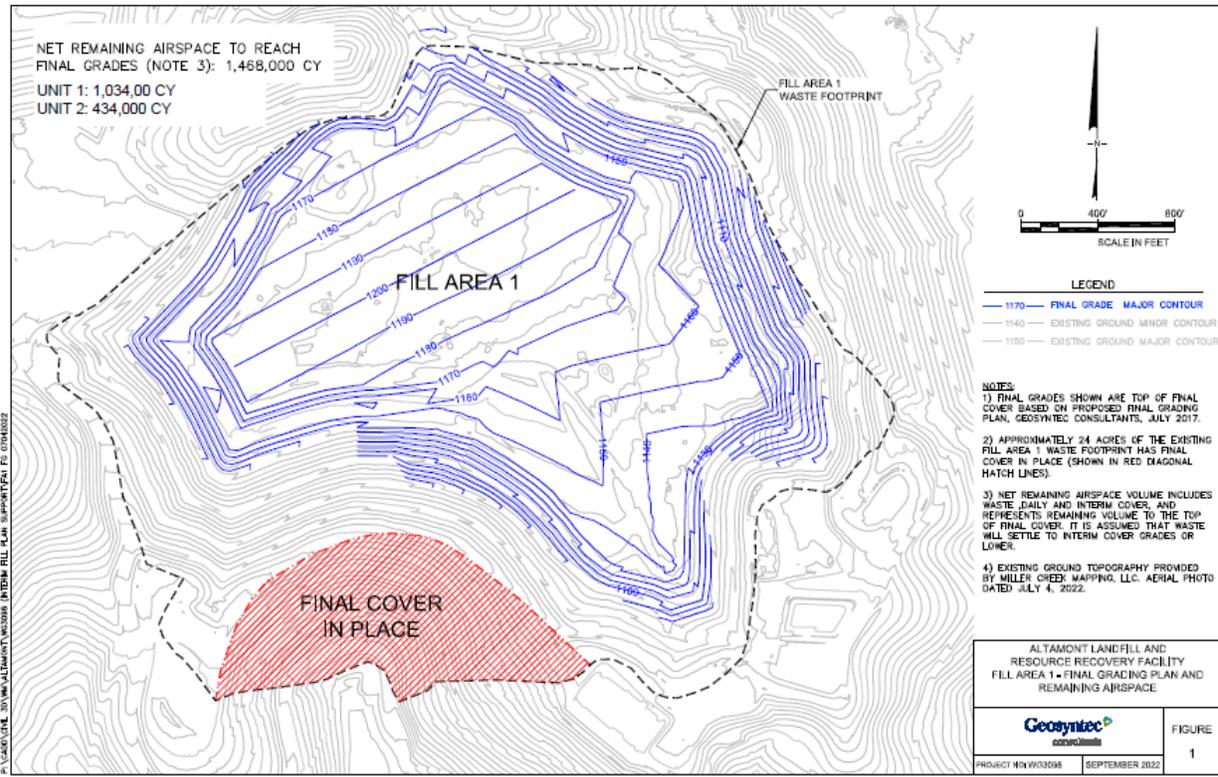
Marcus Netz  
District Manager

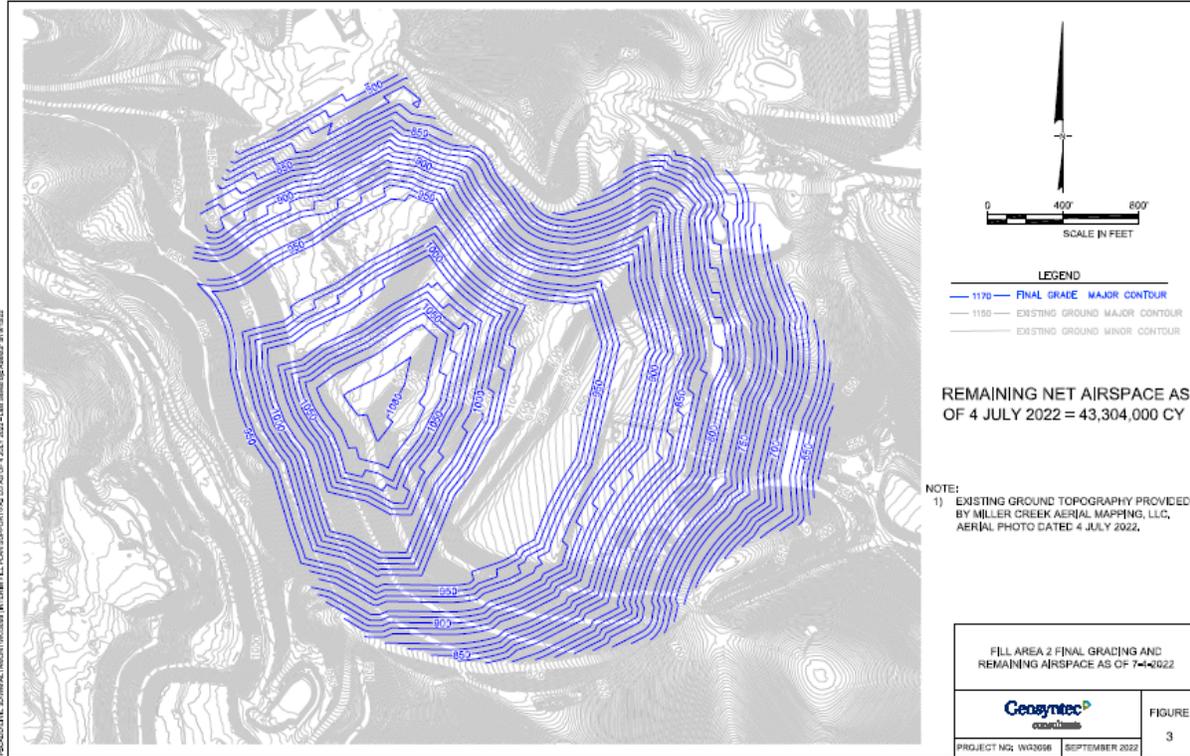
Attachments:

- Figure 1, Fill Area 1 Final Grading Plan and Remaining Airspace
- Figure 2, Fill Area 1 Existing Topography
- Figure 3, Fill Area 2 Final Grading Plan and Remaining Airspace
- Figure 4, Fill Area 2 Existing Topography

CC: Mr. Ryan Hammon, Senior Registered Environmental Health Specialist







*c. A list of current contracts with jurisdictions for landfill capacity, the estimated annual tonnage for each, the contract expiration dates, and possible extensions for each*

<b>Jurisdiction</b>	<b>Estimated Annual Tonnage</b>	<b>Contract Expiration Date</b>	<b>Possible Extension</b>
City of Albany	5,000 tons per year	10/2031	no discussions yet
City of Emeryville	12,000 tons per year	12/2030	no discussions yet
City of Pleasanton	95,000 tons per year	12/2029	no discussions yet
City of Berkeley	75,000 tons per year	12/2026	no discussions yet
City of Dublin	35,000 tons per year	12/2026	no discussions yet
City of Oakland	170,000 tons per year	2035	no discussions yet

## **B. Operating Conditions**

### **1. Operations Information (Forms)**

*Proposers shall complete all operational information required in the "Disposal - 1 MSW" Tab of Attachment A.*

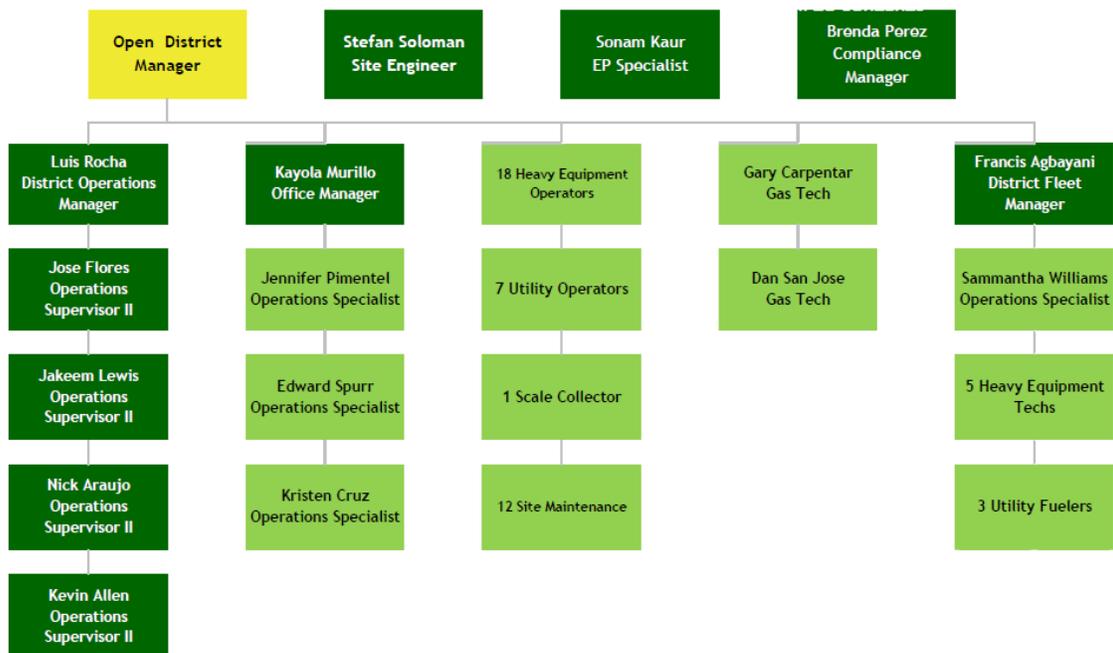
Please see Attachment A.

## 2. Operations Plan (Proposal)

*In addition to the information to be provided in the technical proposal form (Attachment A), proposers shall submit an Operations Plan describing their plan to provide disposal services in accordance with this RFP and Article 4 and Article 5 of the draft Agreement as follows, at a minimum:*

### a. Personnel

*An organization chart showing facility manager, other management and supervisory positions and number of staff performing each function.*



### b. Material Receipt and Acceptance

*To meet the requirements of Article 4 and Article 5 of the draft Agreement, including, but not limited to including, but not limited to receiving, accepting, and safely and lawfully disposing of the City's solid waste.*

The ALRRF solid waste permit fulfills the requirements of Article 4 and Article 5 of the draft Agreement. It includes processes for receiving, accepting, and lawfully disposing the City's solid waste.

### **c. Unpermitted Waste**

*Procedures for identifying and addressing unpermitted waste in accordance with draft Agreement Section 5.2.2, including:*

- i. Inspecting, detecting, and rejected unpermitted waste.*
- ii. Handling, transporting, and delivering unpermitted waste to an appropriate processing or disposal facility.*

#### **Random Load Checks**

- ALRRF is required to perform **4** random load checks per week
  - Focused on route trucks, box trucks, self-haulers, and small commercial (a large percentage of waste received at ALRRF is from transfer facilities that are also required to perform load checks)
- **Procedure**
  - Randomly select load for inspection at the route truck/public disposal area
  - Notify the compactor/dozer operator that a load inspection is to be performed and where the load will be located so operator avoids pushing in that area.
  - Place cones around load to identify it and ask traffic director to avoid placing other vehicles too close.
  - Give brief explanation of the Load Check Program to the driver and instruct him/her to unload to the side of the tipping area, out of the flow of traffic.
  - Begin filling out the Load Check Report Form with the driver's name and truck number.
  - Wear additional PPE (i.e., rubber gloves, dust mask) while inspecting in the event that any materials are found and/or spilled. Use a rake or similar tool to spread the waste to ensure thorough inspection.
  - If unacceptable wastes are found, record them on the report. Determine if the wastes can be rejected (loaded back onto the truck and removed by the driver). If not (or material cannot be identified), call a supervisor for signoff of the report and removal of wastes to the storage area.

If no unacceptable wastes are found, indicate that on the report then file with the Environmental Protection Manager.

#### **Suspicious Load Checks**

- Landfill personnel have authority and are encouraged to conduct load checks when they believe it may be appropriate.
- Reasons for suspicion may include the following:
  - Vehicles do not appear to contain materials as described in the approved profile (i.e., odor, consistency, color, physical characteristics).

- o Vehicles previously have contained questionable materials.

Notification of concern from any regulatory agency over vehicle or customer waste.

### **Spot Checks/Quality Assurance Checks**

- Landfill personnel may also conduct spot checks or “quality assurance” type inspections on particular loads to ensure that the waste profile and waste designation process is being applied successfully.
- This may include:
  - o Checking load tickets to ensure consistency between the data entered into the system and the waste contained in the load.

Checking the waste to ensure that it matches with the colored ribbon placed on the truck mirror. This ribbon (“flag”) identifies the waste stream and tells the traffic director where to send the load for off-loading and proper management.

### **d. Safety**

*Procedures for providing all services in a safe manner, including in accordance with applicable law and the insurance requirements of draft Agreement Article 9.*

As the largest operator of landfill networks in the industry, we provide extensive staff training to assure continuing education and dissemination of current best practices. This training includes classes in landfill design, construction and management; landfill gas systems management; and advanced instruction in air permitting and compliance. These courses are complemented by a range of eLearning modules in the management of greenhouse and other gases. Other learning opportunities enhance expertise in almost every phase of safe landfill operations.

We also contribute to new bodies of knowledge through research collaborations with expert stakeholders. WM initiated a study in 2019 to evaluate emerging measurement technologies for determining fugitive landfill methane emissions, with the goal of having a measurement system in place by 2030. Landfills currently must rely on models and other factors to estimate methane emissions. Studies comparing these emission estimates from models to measurements have shown that the existing models can overstate emissions by up to 30 times. Identifying improved methane measurement systems and technologies is key to meeting emission reduction goals.

The study will evaluate satellite and aerial platform data, flux calculations and modeling assumptions to better understand advantages and limitations of these technologies. Building on previous research by WM, academic and governmental partners, this study will compare these technologies to ground-based methods of assessing landfill methane emissions. Our desired outcome is that these technologies will provide data sufficient to track and quantify landfill methane emissions, monitor emission reduction goals and replace or refine the current models used to estimate landfill emissions for regulatory and sustainability reporting.

Highlights of past research include a study evaluating and estimating the capacity of an evapotranspiration cover at a landfill to oxidize landfill gas emissions, which should help landfill operators and regulators agree upon the process for determining when to cease active landfill gas system controls. We also completed a case study on optimal approaches to long-term landfill management. This foundational research is key to identifying long-term stewardship options that are

reliable, science-based and designed to assure safety throughout the transition of closed landfill properties to beneficial reuse after closure.

#### **e. Traffic Control and Direction**

*Procedures for:*

- i. Constructing and maintaining roads from the facility entrance to scale house, and to point of unloading*
- ii. Directing on-site traffic to appropriate unloading areas to provide a safe working environment for facility, users, visitors, and employees*
- iii. Providing and maintaining roadways, signs, and personnel to facilitate safe and efficient traffic flow*
- iv. Providing for a turnaround time of no more than 20 minutes from entry to exit of the facility by City-directed vehicles*

Traffic Control Procedures for the Altamont Landfill are as follows:

#### **Constructing and Maintaining Roads**

- a. Main road from entrance to the scale house is paved. After the scale house to the main landfill entrance is paved as well.
- b. From there, roads are constructed of gravel leading into the landfill.
- c. Within the landfill footprint, roads are constructed of gravel and dirt depending on seasonality.
- d. The operations team regularly inspects and maintains roads from the facility entrance to the scale house and unloading points.
- e. Repairs any damage promptly to ensure smooth traffic flow.
- f. Routinely utilizes equipment to ensure the paved roads are free of debris and track out.

#### **Directing On-Site Traffic**

- a. Signage of site procedures, directions and speed limits are posted throughout the site.
- b. Trained personnel direct traffic to the appropriate unloading zones.
- c. Designated unloading areas with signage for different types of materials.
- d. Communication channels, such as two-way radios, are established for effective coordination.
- e. Maintain clear signage indicating directions and speed limits.

#### **Procedures for traffic control during emergencies or unexpected situations**

- a. Communicate evacuation instructions clearly using signals or communication channels, such as two-way radios.

- b. Traffic Diversion: Use of signage, cones, and other traffic control devices to guide vehicles to designated area.
- c. Ensure all personnel are trained on emergency response protocols.

### **Review and Continuous Improvement**

- a. Conduct periodic reviews of the effectiveness of traffic control measures.
- b. Implement improvements based on feedback of identified areas of enhancement.

### **f. Scale Operation**

*Procedures for complying with the requirements of draft Agreement Section 5.2.8 including:*

#### *i. Maintaining motor vehicles scales and associated equipment and software*

Altamont Landfill maintains its State-certified motor vehicle scales and associated equipment and software in accordance with Applicable Law and company policy. Scales are routinely inspected and cleaned to remove any debris. Scale house cameras are also inspected regularly to ensure their functionality. Routine system software maintenance is regularly updated in the POS gate house workstations.

#### *ii. Obtaining vehicle tare weights for City-directed vehicles with periodic updating*

Tare weight is the empty weight of the vehicle including its body or container. Stored tare weights are allowed for use at the facility for uni-body collection vehicles and are maintained in FASTLANE for each applicable vehicle. Stored tare weights are captured from the scale. At a minimum, stored tare weights are verified and updated semi-annually (every 180 days) to ensure accuracy, or more frequently if required by local laws, permit or contract. Random testing of stored tare weights is completed on a quarterly basis and findings documented.

#### *iii. Arranging for use of substitute scales*

Altamont Landfill currently has two inbound scales and two outbound scales. If a scale becomes non-operational or is undergoing maintenance, traffic is redirected to the other working scales. If power goes out, an emergency generator is available to power the scales.

#### *iv. Testing and calibrating scales*

All facility motor vehicle scales are tested and calibrated by third-party company on a quarterly basis.

*v. Maintaining scale records*

All Accounts Receivable Tickets, Bill of Lading documents, landfill scale tickets, and other supporting documents are sent to a third-party information management company to properly maintain and preserve all documents for seven years. In addition, scale records can be accessed using FASTLANE CENTRAL to generate gatehouse ticketing reports.

**g. Alternative Facility**

*Procedures for use of alternative facilities in accordance with draft Agreement Section 4.1.*

WM will use Redwood Landfill located at 8950 Redwood Hwy, Novato, CA 94945 as an alternative facility. This is a WM owned, operated, and fully-permitted Class III landfill. Transfer operations will continue to be through the Davis Street Transfer station.

**h. Closure and Post-Closure**

*i. Maintaining and managing disposal facility during and following the landfill closure and post-closure periods in accordance with Section 4.6.D. of the draft Agreement and applicable law*

*ii. Funding of landfill closure and post-closure activities.*

**Landfill Closure/Post Closure Maintenance**

ALRRF has closed a portion of the landfill and implemented a Post Closure Maintenance Plan for the closed section as required in California Code of Regulations, Title 27. In addition, also pursuant to regulations, ALRRF will be revising its Preliminary Closure/Post closure Maintenance Plans at least two years prior to the time that additional areas of the landfill are anticipated to reach final grade. The plans are to be submitted to the Local Enforcement Agency, Alameda County Environmental Health, and the Central Valley Regional Water Quality Control Board for approval. The current plans were approved in 2005 with revision of the site's Solid Waste Facility Permit.

**Long-Term Stewardship Post- Closure**

Just as we strive for safety and environmental quality at all our operating landfills, we want to be stewards of the environment when facilities reach their permitted capacity. WM has an independent, formally designated department, the Environmental Legacy Management Group, that manages the company's closed landfills. The department is separate from ongoing operations, with specialists experienced in the science and engineering of site closure and long-term property management. These experts bring a fresh eye to inactive landfill sites and are attentive to opportunities for secure, long-term site maintenance, including opportunities for sites to provide new benefits to communities.

Landfills are filled over many decades and are monitored for decades after closure. WM considers a long-term view of these sites, ensuring that we mitigate potential impacts and keep communities safe and secure for generations to come.

WM has seven closed landfills across North America that provide areas for community parks and recreation opportunities:

<p>H.O.D. Landfill, Antioch, IL</p> <ul style="list-style-type: none"> <li>✓ Softball fields</li> <li>✓ Field hockey fields</li> <li>✓ Soccer fields</li> <li>✓ Recreational facilities</li> </ul>	<p>County Line, Denver, CO</p> <ul style="list-style-type: none"> <li>✓ Soccer fields</li> <li>✓ BMX track</li> </ul>	<p>Oyster Bay, Oakland, CA</p> <ul style="list-style-type: none"> <li>✓ Hiking trails</li> <li>✓ Picnic areas</li> <li>✓ Dog walking</li> <li>✓ Frisbee golf</li> </ul>	<p>Blackwell, Ontario, Canada</p> <ul style="list-style-type: none"> <li>✓ Walking trails</li> <li>✓ Dog park</li> <li>✓ Playground</li> </ul>
<p>Midway and Settler's Hill, metro Chicago, IL</p> <ul style="list-style-type: none"> <li>✓ Golf course</li> <li>✓ Cross-country course</li> </ul>	<p>Greene Valley West, metro Chicago, IL</p> <ul style="list-style-type: none"> <li>✓ Viewing area open to the public</li> </ul>	<p>PJP Landfill, Jersey City, NJ</p> <ul style="list-style-type: none"> <li>✓ Transferred to the City and NJDEP which allowed for use as a public park</li> </ul>	

### 3. Permits (Proposal)

*Procedures for obtaining, maintaining, and complying with all permits required under applicable law, as provided in draft Agreement Section 5.2.1.*

WM has already obtained and are currently maintaining and complying with all permits required under applicable law.

### 4. Invoicing (Proposal)

*Describe proposer's process for invoicing services as provided in Draft Agreement Section 8.2.*

At WM, everything we do is about creating an outstanding experience for our customers. That is why we use the equipment and software that we do. The fully integrated capability of our system confirms that customer information is correct, and the overall customer experience is exceptional. For WM, our billing system is not just "back office" processing; it is the backbone of the customer's experience.

WM utilizes Mid-America Systems (MAS) as our customer billing system. MAS software operates on an IBM iSeries AS400 Platform, running i5/OS version 7.1. It can be accessed through a secure, internet VPN-based connection 24 hours each day, 7 days a week.

#### WM's Billing System Features and Benefits

**Fully Integrated Billing.** MAS integrates all billing, routing, and customer service information into one operating system. WM's invoice format is based on extensive research, customer feedback,

## WM's Billing System Features and Benefits

and field testing. Our invoices provide the opportunity to create custom billing inserts and messages that are tailor-made for San Leandro. For online customers, we post electronic versions of the inserts to their online invoice for a total "green" experience.

**Reliability and Redundancy.** We perform ongoing data quality assurance audits to confirm that all information is accurate and up-to-date. Our billing system data, like all our critical systems, are continuously backed up to reduce the risk of data loss.

**Efficient Route Sequencing.** Electronic route logs are generated from billing data every day to confirm service accuracy. These electronic records are downloaded to the drivers' tablets nightly. New customers and customers with service level changes are placed at the top of the driver's route screen to highlight the change in the driver's route. Each customer is assigned a unique account number that tracks detailed information, including contact information, size and quantity of containers, and service history. Route information is viewable in MAS.

**Accurate Service.** MAS connects seamlessly with our receivables processing system. Customers remit their payments to WM's regional payment center. The payment is immediately processed so customer service representatives can access a customer's account online and promptly respond to any billing questions.

**24/7 Online Bill Pay Option.** WM offers a safe, secure, convenient online bill paying system, allowing customers to pay their bill online, 24 hours a day, 7 days a week.

## An Easy-to-Understand Monthly Invoice

To present our customers with accurate billing information in an easy-to-read format, WM redesigned our standard invoice template. Our new invoice remains fully compliant with governmental, contractual, and local requirements while also incorporating customer feedback. The most common customer request regarding our invoice was to make it easier to understand. To accomplish this, we simplified the invoice format, provided clear steps for all payment options, and include an explanation of common charges if applicable.

### SIMPLE GUIDE TO YOUR INVOICE (FRONT)

1

**Customer ID**  
Unique identifier for your account.

2

**Billing Period**  
Shows the billing cycle dates for this invoice.

3

**Contact Information**  
We're always here to help, either online or by phone.

4

**What Do I Owe and When**  
Quickly see the total and when it is due.

5

**Account Overview**  
A quick summary of your monthly charges. A full breakdown is in the details section below.

6

**Detailed Account Activity**  
Information by service location, including all services, credits, and additional charges.

7

**Payment Coupon**  
If paying by mail, this is the portion of your paper invoice you return with payment.



# INVOICE

Page 1 of 3

**Customer ID:** 4-83172-53009  
**Customer Name:** WM CUSTOMER  
**Service Period:** DATES HERE  
**Invoice Date:** DATE HERE  
**Invoice Number:** 7761746-2479-6

1  
2

**4-83172-53009**  
**WM CUSTOMER**  
**DATES HERE**  
**DATE HERE**  
**7761746-2479-6**

**How to Contact Us**

Visit [wm.com/MyWM](http://wm.com/MyWM)

Create a My WM profile for easy access to your pickup schedule, service reports and online tools for billing and more. Have a question? Check our support center or start a chat.





Customer Service: (866) 797-9018

**Your Payment is Due**

DATE HERE

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due**

\$XXXXXX

**Previous Balance**

**Payments**

**Adjustments**

**Current Invoice Charges**

**Total Account Balance Due**

XXXXXX

+

XXXXXX

+

0.00

+

XXXXXX

=

XXXXXX

DETAILS OF SERVICE

**Details for Service Location:** Customer ID: 4-83172-53009  
**CUSTOMER NAME, CUSTOMER ADDRESS** PO #: PO1140428

Description	Date	Ticket	Quantity	Amount
Disposal	XX/XX/XX		XXXX	XXXX
Curb Service	XX/XX/XX		XXXX	XXXX
Curb Service	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX
96 Gallon Toter	XX/XX/XX		XXXX	XXXX

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----



WASTE MANAGEMENT  
PO BOX 42090  
PHOENIX, AZ 85008  
(866) 797-9018  
(RRR) 879-0429 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
DATE HERE	7761746-2479-6	4-83172-53009
Payment Terms	Total Due	Amount
Total Due by XX/XX/XXXX	\$XXXXXX	

7

2479000048317253009077617460002085455000041781527 8

I1734R56

WM CUSTOMER  
WM CUSTOMER ADDRESS

Remit To: **WM**  
PO BOX 4647  
CAROL STREAM, IL 60197-4647

710-0048533-2479-8  
Printed on recycled paper.

## 5. Reporting (Proposal)

Describe proposer's process for maintaining records and submitting reports to the City, such as those described in Exhibit D of the draft Agreement.

The key to continuous improvement is that you cannot change what you do not measure. At WM, we understand that measuring and reporting diversion, financial performance, and service delivery are key components of a successful program.

WM can provide detailed, accurate reporting in a format that is mutually agreed upon by San Leandro and WM. Typically, these reports are provided on a monthly, quarterly, and/or annual basis, but we can also submit reports to San Leandro on an ad hoc basis as requested.

Working with San Leandro staff, we can design the reports to provide easy-to-read charts that display year-over-year performance, diversion results against stated goals, and identify opportunities for improvement.

## Sample Reports

Following are excerpts of monthly or quarterly reports that document monthly tonnage, customer accounts, and customer service information.

### Customer Summary Report

Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM

Name: Davis Street Transfer Station - San Leandro - S04342 (USA)

User: wavery

Date: Jan 24 2024, 10:54:30 AM - Central Standard Time

Operation Type: Inbound

Customer Name:

Ticket Type: All

Customer Type: All

PMT Category: All

Profile:

Ticket Date	Ticket ID	Cust Code	MAS Unique ID	Material	Material Description	Origin	Rate	Rate Unit	Rate Qty	Yards	Tons
12/1/2023	5386680	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.23	0	1.23
12/1/2023	5386707	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.13	0	1.13
12/4/2023	5387780	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.26	0	2.26
12/4/2023	5387787	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.03	0	1.03
12/5/2023	5388685	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.53	0	1.53
12/5/2023	5388693	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.4	0	0.4
12/6/2023	5389492	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.85	0	0.85
12/6/2023	5389507	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.91	0	0.91
12/7/2023	5390335	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.36	0	1.36
12/7/2023	5390358	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.97	0	0.97
12/8/2023	5391134	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.54	0	1.54
12/8/2023	5391157	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.02	0	1.02
12/11/2023	5392166	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.89	0	0.89
12/11/2023	5392181	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.27	0	1.27
12/12/2023	5393072	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.89	0	1.89
12/12/2023	5393119	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.69	0	0.69
12/13/2023	5393947	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.28	0	1.28
12/13/2023	5393965	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	0.84	0	0.84
12/13/2023	5393977	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	2.77	0	2.77
12/14/2023	5394896	0016712	242318663005	A-CDT	82~Construction Debris/Recycled			TON	1.59	0	1.59

12/13/2023	5393891	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.83	0	1.83
12/13/2023	5394027	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.67	0	1.67
12/14/2023	5394957	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.65	0	1.65
12/14/2023	5395155	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.64	0	1.64
12/14/2023	5395234	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.22	0	1.22
12/15/2023	5395722	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.94	0	0.94
12/15/2023	5395744	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.99	0	1.99
12/15/2023	5395828	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.85	0	1.85
12/18/2023	5396800	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/18/2023	5396841	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.19	0	0.19
12/18/2023	5397415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.77	0	1.77
12/19/2023	5397735	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.51	0	1.51
12/19/2023	5397759	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.31	0	1.31
12/19/2023	5397762	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.52	0	0.52
12/19/2023	5397931	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.84	0	2.84
12/21/2023	5399375	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.56	0	1.56
12/22/2023	5400235	0016712	242318663005	S-WDT	29~Wood - Clean			TON	6.61	0	6.61
12/22/2023	5400339	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.74	0	1.74
12/22/2023	5400369	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.93	0	1.93
12/26/2023	5401338	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.89	0	0.89
12/26/2023	5401423	0016712	242318663005	S-WDT	29~Wood - Clean			TON	2.67	0	2.67
12/29/2023	5404333	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.75	0	0.75
12/29/2023	5404415	0016712	242318663005	S-WDT	29~Wood - Clean			TON	1.14	0	1.14
12/29/2023	5404544	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.74	0	0.74
12/30/2023	5405507	0016712	242318663005	S-WDT	29~Wood - Clean			TON	0.06	0	0.06
<b>Material Total</b>	<b>46</b>								<b>70.57</b>	<b>0</b>	<b>70.57</b>
<b>Customer Total</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>
<b>Ticket Totals</b>	<b>1150</b>								<b>6162.48</b>	<b>0</b>	<b>6162.48</b>

**Customer Summary Report**

**Criteria: 12/01/2023 12:00 AM to 12/31/2023 11:59 PM**

**Name: Davis Street Transfer Station - San Leandro - S04342 (USA)**

## 6. Expansion and/or Permit Modifications (Proposal)

*Describe any proposed or planned facility changes, expansion plans, and/or permit modification processes that impact the proposer's services in response to this RFP.*

WM has no proposed or planned facility changes, expansion plans, and/or permit changes that would impact services in response to the RFP.

## 7. Additional Features (Proposal - Optional)

*Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility.*

### **Wildlife Habitat**

Nearly half of Altamont Landfill's property - almost 1,000 acres - is a dedicated wildlife habitat. This habitat protects a number of threatened and endangered species including, the San Joaquin Kit Fox, Western Burrowing Owl, California Red-legged Frog and California Tiger Salamander.

## **C. Other Technical Information**

### **1. GHG Management (Proposal)**

*Provide a description of how on-site greenhouse gas (GHG) emissions are managed, including from the total disposal tonnage in place to date; landfill gas (LFG) capture methods, including quantities of methane captured; and, description of how the harvested methane is being used.*

Please see the following explanation from WM's Business Unit Engineer for Waste Management of Alameda County, Inc.



**Altamont Landfill & Resource Recovery Facility**  
10840 Altamont Pass Road, Livermore, CA 94551

---

January 30, 2024

Mr. Marcus Netz  
Waste Management of Alameda County, Inc.  
172 98<sup>th</sup> Avenue  
Oakland, CA

Re: San Leandro RFP for Post-Collection Solid Waste Services GHG Management

Dear Mr. Netz:

As part of the RFP for the City of San Leandro for Post-Collection Solid Waste Services, WM is pleased to present a brief overview of our GHG management program as implemented at the Altamont Landfill and Resource Recovery Facility (ALRRF).

ALRRF is subject to the EPA and CARB Reporting Regulations for Greenhouse Gas (GHG) emissions and the facility reports emissions annually. In the calendar year 2022, the facility captured and destroyed 18,851 metric tons of methane gas (CH<sub>4</sub>) or 527,828 metric tons (CO<sub>2</sub>e) in the form of landfill gas (LFG). These figures are from our most recent GHG reporting.

Landfill gas is captured from the total in-place waste mass using a comprehensive gas collection and control system (GCCS). This system currently has 193 LFG collector wells drilled into the waste mass for extraction of LFG as produced by the methanogenic process of the landfill. These individual wells are part of a vacuum collection system connected to our 6.2 MW landfill gas-to-energy plant (LGTE). The plant operates two gas turbines that combust the landfill gas fuel (a biogas) to convert to energy the equivalent of power for 4500+ homes. Excess LFG not combusted at the LFGTE plant is sent to the flare for destruction. Flares have a >99% methane destruction efficiency.

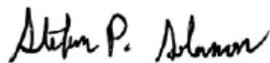


During 2022, the power generation at the turbines was 40,620 MWh. The turbine emissions of Methane (CH<sub>4</sub>) and Nitrous Oxide (N<sub>2</sub>O) are de minimis under the CARB Reporting.

GHG emissions are further minimized through the GCCS combined with the comprehensive monthly landfill cover integrity and surface emissions monitoring programs. These programs entail detailed field inspections, monitoring, reporting, and corrective action to maintain effective cover and minimize emissions.

If you have any questions, please do not hesitate to contact me at (925) 455-7331. Thank you for your consideration.

Sincerely,



Stefan P Solomon  
Business Unit Engineer  
Waste Management of Alameda County, Inc.

CC: Mr. Rajan Phadnis (Kirby Canyon)  
Mr. William Louis (ALRRF)  
Mr. Ben Tarver (ALRRF)

## 2. Regulatory Compliance (Attachments)

*Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, state, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.*

Please refer to the following contact names for regulatory agencies that oversee the facility's compliance with local, state, and federal laws and regulations.

1. Alameda County Planning Department

Public Works Building

399 Elmhurst Building, Room 136

Hayward, CA 94544

510-670-5400

2. Alameda County Environmental Health Department (LEA)\*

1131 Harbor Bay Parkway, Suite 234

Alameda, CA 94502-6577

Ryan Hammon 510-567-6736

3. Bay Area Air Quality Management District (BAAQMD)

939 Ellis Street

San Francisco, CA 94109

Kevin Cordes 415-749-8716

4. California Environmental Protection Agency Department of Toxic Substances Control

1001 I Street

Sacramento, CA 95814

916-324-1826

5. California Department of Resources Recycling and Recovery (CalRecycle)

8800 Cal Center Drive

Sacramento, CA 95826

Randy Friedlander 916-341-6718

6. Central Valley Regional Water Quality Control Board (CVRWQCB)

3443 Routier Road, Suite A

Sacramento, CA 95827

Paul Sanders 916-464-4681

7. California Department of Fish & Game, Region 3

P.O. Box 47

Yountville, CA 94599

Janice Gan 209-835-6910

8. California Division of Occupational Safety & Health/ Cal OSHA

1515 Clay Street Room 1301

Oakland, CA 94612

510-622-2916

9. U.S. Fish & Wildlife Service

Sacramento Endangered Species Office

2800 Cottage Way, Room, W-2605

Sacramento, CA 95825-1846

Sheila Larson 916-414-6685

### **Capacity Guarantee (Proposal)**

*Provide a written commitment guaranteeing capacity (on a daily basis and annual basis) for City Delivered Materials and residue for transfer/transport services, recyclables processing, organics processing, C&D processing, disposal, and disaster debris services as applicable, throughout the possible total term lengths of ten and fifteen years. If the proposed facility(ies) or service(s) is(are) not owned and operated by the proposer, the proposer shall include a letter of commitment from the owner/operator (subcontractor) guaranteeing capacity. Proposer shall reserve the proposed capacity for no less than one year from the date of proposal submittal.*

Please see the following capacity guarantee letter from ALRRF:



Altamont Landfill and Resource Recovery Facility  
10840 Altamont Pass Rd, Livermore, CA 94550

---

January 29, 2024

City of San Leandro  
835 East 14th Street  
San Leandro, CA 94577

Attention: Ms. Jennifer Auletta, Public Works Services Manager

Re: Request for Proposal for Solid Waste Post Collection Services, due February 5, 2024 (Disposal Capacity)

Dear Ms. Auletta:

Waste Management of Alameda County, Inc. (WMAC) guarantees disposal capacity (on a daily basis and annual basis) for City Delivered Materials and residue for transfer/transport services, recyclables processing, organics processing, C&D processing, disposal, and disaster debris services at Davis Street Transfer Station and Altamont landfill and Resource Recovery Facility located at 10840 Altamont Pass Road in Livermore, California, under the term of the agreement with the City of San Leandro for Solid Waste Post Collection Services.

The Altamont Landfill and resource Recovery Facility (ALRRF) is capable of accepting 11,150 disposal tons per day. The Facility currently accepts and processes material from WM serviced franchises in Alameda County, third party disposal agreements within the applicable service areas related to the facility's Conditional Use Permit (CUP), as well as other disposal opportunities from the nine Bay Area Counties. However, of the inbound volume to the Facility, only 35% of its capacity is currently committed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Netz', is written over a light blue circular stamp.

Marcus Netz, Area Director Disposal Operations

Northern California-Nevada

mnetzi@wm.com | (925) 518-5871



## Disaster Debris Management

*Describe plans and procedures for managing material collected from major accidents, disruptions, and natural calamities for (i) the proposed facility(ies) if the facility(ies) is damaged; and, (ii) disaster materials delivered to the facility(ies) by the City and surrounding cities.*

*All proposers shall describe their disaster plans for each proposed facility if the facility is damaged. Processing and disposal services shall additionally: i) describe the plan for handling disaster materials if the City delivers disaster materials to the proposed processing or disposal facility(ies); and, ii) identify what capabilities, if any, the proposer has to handle disaster materials (including building materials) that would have to be delivered to a Class I disposal facility.*

WM will follow the attached procedures and guidelines as it relates to disaster debris management. The documents referenced here are included in Attachment A.

- Order WQ 2020-0004-DWQ General Waste Discharge Requirements for Disasters-Related Wastes-(Attachment A). This general order applies to disaster-related waste streams, specifically from Declared Disaster Areas, or other emergency response actions. It applies to facilities, including Region 5-Altamont Landfill-Waste Management of Alameda County.
- Joint Technical Document (JTD)-(Attachment A). Section 8.3.5 Fire Prevention and Control: This section describes procedures for handling burning waste and preventing landfill fires, particularly if burning waste is received.
- Conditional Use Permit (CUP)-(Attachment A). Section 4.3.3: Limitation on Acceptance and Disposal of Wastes. Please refer to the highlighted section for specific details.
- Kettleman Hills Facility Class I-Chemical Waste Management Facility Overview- (Attachment A). In the event that Class I disaster materials would have to be delivered to a Class I disposal facility, Kettleman Hills facility can accept such material. Please refer to attachment for specifications.

## Other Services

*Describe how the proposer will support the City's education and outreach efforts as described in Section 3.8 of this RFP. Proposals should include details for how facility tours will be coordinated and run and how the proposer intends to ensure timely responses to City's request for information.*

## Environmental Education Outreach

StopWaste is a public agency that works to reduce waste in Alameda County through tours, education, and events. DSTS houses a StopWaste education center on site and opens sections of the facility for the StopWaste guided tours with students of all ages. On average, the facility hosts about 160 classes/tours which translates to 4,560+ students who were able to see parts of our facility.

Throughout the year, Erika-Alexandra Solis, Environmental Protection Specialist, manages tours. Past audiences include: incorporated members of the program Leadership San Leandro, Bayer, SF Environmental (San Francisco Environment Department), Oakland Coliseum staff, as well as internal

WM members not stationed in the area such as WM recycling coordinators, senior leadership team members and other directors. Both personal and professional growth are key components of WM.



DSTS employees often engage with the community, such as attending clean up events of litter and debris collection in both residential settings and the shoreline.



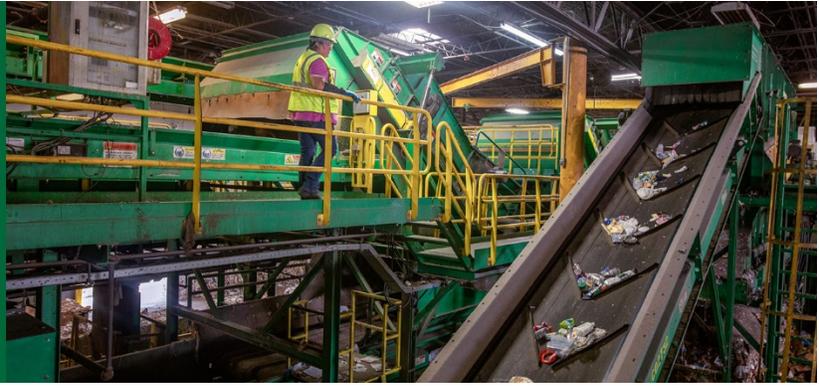
In addition to participating in the San Leandro Marina/ Shoreline clean-up event, the facility also supplied litter picking tools, PPE, and a roll-off bin for all material collected during the event.



In 2022, the facility hosted about 162 classes/ tours which translates to about 4,559 students who were able to see parts of our facility.



DSTS staff conducts dozens of tours to community and business leaders from all over the country.



## 4 | COST PROPOSAL FORM

*Proposers shall complete the cost proposal form, which is provided in Attachment A, to present pricing for transfer/transport, recyclables processing, organics processing, C&D processing, and disposal services. Pricing should be submitted for term lengths of ten years and fifteen years. The pricing should be presented in current dollars and reflect the assumption that service may begin on February 1, 2025. The pricing proposed shall be valid for one year from date of proposal submittal.*

*Additional instructions for the cost proposal are presented in Attachment A. Costs shall be proposed based on the terms and conditions of the draft Agreement and shall be binding.*

Please see Attachment A.



## 5 | KEY TERMS AND CONDITIONS OF DRAFT AGREEMENT

*The draft Agreement contained in **Attachment B** provides proposers with a clear understanding of the roles, responsibilities, rights, and obligations of the service provider and the City. Proposers are required to review the Draft Agreement prior to submittal of a proposal. In submitting a proposal, proposers acknowledge the City anticipates executing a final Agreement with the selected service provider(s) in substantially the same form as the draft Agreement provided in **Attachment B**, with the exception of provisions modified or removed to reflect the service(s) to be provided.*

*Proposers must describe in detail any proposed exceptions to the RFP and draft Agreement.*

Please see Attachment B.



## 6 | OTHER PROPOSAL FORMS

- A. Secretary's Certificate**
- B. Non-Collusion Affidavit**
- C. Iran Contracting Act Certification**
- D. Communication and Integrity Policy**

## A. Secretary's Certificate

DocuSign Envelope ID: 22247BBE-2078-426D-B66B-B3A3C768721C

### ATTACHMENT A: PROPOSAL FORMS (CONT.)

#### SECRETARY'S CERTIFICATE

REQUEST FOR PROPOSALS FOR  
SOLID WASTE POST COLLECTION SERVICES  
FOR THE CITY OF SAN LEANDRO

I, David Stratton, certify that I am the secretary  
(Name of Secretary)  
of the corporation named herein; that Alex Oseguera who signed this  
(Name of Person Signing Proposal)  
Proposal on behalf of the corporation, was then President of  
(Title of Person Signing Proposal)  
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for  
and on behalf of said corporation by authority of its governing body, as evidenced by the attached true  
and correct copy of the Waste Management of Alameda County, Inc.  
(Name of Corporate Document)

By:  (signature)  
Name: David Stratton (printed name)  
Title: Secretary  
Date: 02/01/2024

## Officers and Directors of Waste Management of Alameda County, Inc.

**Report Name :** Management Structure

**Exported On :** 1/9/2024

**Entity Name:** Waste Management of Alameda County, Inc.

Name	Title	Title Role	Role Start
Oseguera, Alejandro	Director	Director	1/1/2024
Tippy, Courtney A.	Director	Director	11/10/2014
Oseguera, Alejandro	President	Officer	1/1/2024
Carroll, John A.	Vice President, Chief Financial Officer and Controller	Officer	3/15/2023
Cassin, Joseph J.	Vice President	Officer	2/17/2003
Lockett, Mark A.	Vice President and Assistant Treasurer	Officer	9/1/2012
Nagy, Leslie K.	Vice President and Treasurer	Officer	3/15/2023
Stratton, David J. H.	Vice President and Assistant Secretary	Officer	9/1/2012
Tippy, Courtney A.	Vice President and Secretary	Officer	11/10/2014
Wilson, James A.	Vice President	Officer	9/26/2014
Bennett, Jeff R.	Assistant Treasurer	Officer	7/31/2017
Bohn, Jason C.	Assistant Secretary	Officer	6/5/2019
Khajetoorians, Asteghik	Assistant Secretary	Officer	5/18/2022

Last Elected	Status
--	Active
3/15/2023	Active
--	Active
3/15/2023	Active

## B. Non-Collusion Affidavit

---

### ATTACHMENT A: PROPOSAL FORMS (CONT.)

---

#### NON-COLLUSION AFFIDAVIT

FOR STATEMENT OF INTEREST FOR  
SOLID WASTE POST COLLECTION SERVICES  
FOR THE CITY OF SAN LEANDRO

Proposer's Name Waste Management of Alameda County, Inc.

Proposer declares under penalty of perjury under the laws of the State of California that this proposal (proposal) is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost or rate element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

## C. Iran Contracting Act Certification

DocuSign Envelope ID: BE013A3C-80C2-410D-B381-311BD80BD357

### ATTACHMENT A: PROPOSAL FORMS (CONT.)

#### IRAN CONTRACTING CERTIFICATION

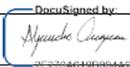
Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Service provider certifies that:

- (1) Service provider is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Service provider is not a financial institution that extends twenty million dollars (\$20,000,000.00) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Service provider to this Certification, which is made under the laws of the State of California.

Waste Management of Alameda County, Inc. \_\_\_\_\_ (Service provider Name)

By:  \_\_\_\_\_ (Signature)

Name: Alex Oseguera \_\_\_\_\_ (Printed Name)

Title: President, Waste Management of Alameda County, Inc. \_\_\_\_\_

Date: February 1, 2024 \_\_\_\_\_

## D. Communication and Integrity Policy

### ATTACHMENT A: PROPOSAL FORMS (CONT.)

---

## COMMUNICATION AND INTEGRITY POLICY

### Background

The City of San Leandro Municipal Code Section 3-6-300 et seq., empowers the City Council to, at its sole discretion and upon such terms as it may prescribe, award an exclusive franchise or contract to any qualified person to provide collection of solid waste, recyclables, and green waste for commercial and industrial establishments and residential properties in the City. Such franchise or contract may include collection, processing, and/or disposal of solid waste, recyclables, and organics as defined in Chapter No. 2021-001 of the Alameda County Waste Management Authority, titled "Organics Reduction and Recycling Ordinance," and adopted in Chapter 3-24 of the San Leandro Municipal Code.

### Purpose

The City of San Leandro ("City") is engaged in developing and conducting a procurement process for solid waste, recyclables, and organics services ("the process"). As such, the City has an obligation to the public to ensure transparency and fairness at all stages of the process from initial City staff discussions with Council through award of a new (or renewed) solid waste collection, processing, and/or disposal contract(s). In such situations, it is common practice for public entities to adopt a policy such as the one defined herein. The intent of this policy is to create an impartial climate throughout the process; to describe the characteristics of appropriate communications between the City and prospective contractor(s) during the process; and to ensure that the terms of any contract(s) that City may approve (if any) are the most favorable to the City and its residents.

This policy applies to "the City team" (City staff and City's agents including consultants), prospective contractor(s), and all elected and appointed City officials.

### Code for Communication

The prospective contractor(s) shall be required to sign a statement agreeing to the following:

- Direct all questions and communications regarding the process to the designated member(s) of the City team; and
- Refrain from distributing materials door-to-door or by mail; or using newspaper, radio, television, internet, public space advertisements, or social media to influence public views regarding contract negotiations; and
- Refrain from meeting individually with the Mayor or any individual Councilmember throughout the negotiations.

Nothing precludes prospective contractors from conducting or distributing informational outreach to their customers regarding current program and service offerings.

These provisions apply to all parties or individuals engaged to develop or support a proposal for the contractor(s) including employees, agents, consultants, or lobbyists, whether such persons are paid or volunteer.

The Mayor and Council members shall:

## **ATTACHMENT A: PROPOSAL FORMS (CONT.)**

---

- Notify the City Manager of any potential conflicts of interest;
- Include another Councilmember and a designated member of the City team in any non-public meetings between the prospective contractor(s) and Councilmembers and should listen to but not make commitments to proposers in such meetings; and
- In accordance with Section IV of the City Council Handbook (rev. 2022), report ex parte communications. Ex parte communications are communications outside of a public meeting with an appellant or an applicant seeking a contract or entitlement from the City. Such communications are not encouraged when the communication is designed to influence the official decision or conduct of the official in order to obtain a favorable decision or treatment to advance personal or private interests. Councilmembers who have ex parte communications with a party that appears before them at a meeting should disclose that he/she had ex parte communication with the party. Any written ex parte communication received by an official in matters where all interested parties should have an equal opportunity for a hearing shall be made a part of the record by the recipient.

The City team shall:

- Direct all communications concerning the process through the City team. The policy is limited to only those conversations that relate in any way to the process. It is not intended to apply to casual or social communications or other communications unrelated to the process.

Questions or comments regarding the process, or other inquiries from prospective contractors shall be made to a designated member of the City team in writing. City procurement documents may provide additional detail regarding City communications to and from prospective contractors during the process.

The process shall terminate when the City team reports to City Council regarding the award of a contract(s) and the corresponding staff report is officially released. If Council intent is to award multiple contracts, the process shall continue until all awards are completed.

### **Allegations of Violations**

Prior to the award of any contract, any allegations of a violation of this policy may be reported to the:

1. City Manager, or their designee, regarding any City staff or City agent. The City Manager may investigate the alleged violation in consultation with the City Attorney and shall document the resulting determination, including the making of findings.
2. The City Council may investigate any alleged violation in consultation with the City Attorney regarding any elected or appointed official and shall document the resulting determination, including the making of findings.

Any evidence that indicates a prospective contractor, including its employees, agents, consultants, lobbyists or other parties or individuals engaged in any aspect of the process, has failed to adhere to any section of this Communication Policy may result in the City disqualifying the respondent from the process at the City's sole discretion.

Nothing in this policy is intended to prohibit anyone from communication with the City Manager, City Attorney, the Mayor, or any other councilmember about any alleged violation of this policy.

## **ATTACHMENT A: PROPOSAL FORMS (CONT.)**

---

### **Sanctions**

Any prospective contractor who does not comply with this policy will be disqualified and cannot be awarded a contract.

Any staff person who does not comply with this policy may be subject to discipline, up to and including termination.

Any agent of the City who does not comply with this policy may be subject to the termination of their agreement with the City.

Any elected or appointed official who does not comply with this policy may be sanctioned.



# ATTACHMENT A: DISASTER DEBRIS MANAGEMENT PROCEDURES

# Order WQ 2020-0004-DWQ General Waste Discharge Requirements for Disasters-Related Wastes

 <p style="text-align: center;"><b>STATE WATER RESOURCES CONTROL BOARD</b> ORDER WQ 2020-0004-DWQ <b>GENERAL WASTE DISCHARGE REQUIREMENTS FOR DISASTER-RELATED WASTES</b></p>  <p style="text-align: center;">February 18, 2020</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> ORDER WQ 2020-0004-DWQ <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p style="text-align: center;">Table of Contents</p> <p>ACRONYMS AND ABBREVIATIONS .....ii  <b>FINDINGS:</b> .....1              ANTIDEGRADATION ANALYSIS.....3              OTHER REGULATORY CONSIDERATIONS .....4  <b>A. PROHIBITIONS</b> .....7  <b>B. CONDITIONS</b> .....8  <b>C. SPECIFICATIONS FOR ALL DISCHARGES OF DISASTER-RELATED WASTES</b>.....8  <b>D. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT REGULATED CLASS II OR III MSW WASTE DISPOSAL FACILITIES</b> .....10  <b>E. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY WASTE STAGING AREAS (WASTE PILES) LOCATED AT REGULATED DISPOSAL FACILITIES</b> .....11  <b>F. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY WASTE STORAGE AREAS (WASTE PILES) NOT LOCATED AT REGULATED WASTE DISPOSAL FACILITIES</b> .....11  <b>G. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY SURFACE IMPOUNDMENTS NOT LOCATED ON REGULATED FACILITIES</b> .....13  <b>H. SPECIFICATIONS SPECIFIC TO DISCHARGES OF MASS ANIMAL MORTALITY WASTES</b> .....14  <b>I. SPECIFIC CONDITIONS FOR DISCHARGES FROM OTHER EMERGENCY DISASTER AREAS</b> .....15  <b>J. ENROLLMENT PROCESS</b> .....16              NOTICE OF INTENT .....16              NOTICE OF TERMINATION .....17              CERTIFICATION .....17  <b>ATTACHMENT A - DEFINITIONS</b> .....18  <b>ATTACHMENT B – LANDFILLS THAT CAN ACCEPT DISASTER-RELATED WASTE</b> .....21  <b>ATTACHMENT C – NOTICE OF INTENT</b> .....26  <b>ATTACHMENT D – NOTICE OF TERMINATION</b> .....28</p>																																				
<p><b>STATE WATER RESOURCES CONTROL BOARD</b> ORDER WQ 2020-0004-DWQ <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p style="text-align: center;"><b>ACRONYMS AND ABBREVIATIONS</b></p> <table border="0"> <tr> <td>Antidegradation Policy</td> <td>State Water Board Resolution 68-16, <i>Statement of Policy with Respect to Maintaining High Quality of Waters of California</i></td> </tr> <tr> <td>Basin Plan</td> <td>Water Quality Control Plan</td> </tr> <tr> <td>BMP</td> <td>Best Management Practices</td> </tr> <tr> <td>Title 27</td> <td>California Code of Regulations, Title 27</td> </tr> <tr> <td>CEQA</td> <td>California Environmental Quality Act</td> </tr> <tr> <td>EIR</td> <td>Environmental Impact Report</td> </tr> <tr> <td>Industrial General Permit</td> <td>Waste Discharge Requirements for Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities</td> </tr> <tr> <td>LCRS</td> <td>Leachate Collection and Removal System</td> </tr> <tr> <td>LEA</td> <td>Leachate Collection and Removal System</td> </tr> <tr> <td>MSW</td> <td>Municipal Solid Waste</td> </tr> <tr> <td>NOI</td> <td>Notice of Intent</td> </tr> <tr> <td>NOT</td> <td>Notice of Termination</td> </tr> <tr> <td>NPDES</td> <td>National Pollutant Discharge Elimination System</td> </tr> <tr> <td>Regional Water Board</td> <td>Regional Water Quality Control Board</td> </tr> <tr> <td>ROWD</td> <td>Report of Water Discharge</td> </tr> <tr> <td>State Water Board</td> <td>State Water Resources Control Board</td> </tr> <tr> <td>U.S. EPA</td> <td>United States Environmental Protection Agency</td> </tr> <tr> <td>WDR</td> <td>Waste Discharge Requirements</td> </tr> </table>	Antidegradation Policy	State Water Board Resolution 68-16, <i>Statement of Policy with Respect to Maintaining High Quality of Waters of California</i>	Basin Plan	Water Quality Control Plan	BMP	Best Management Practices	Title 27	California Code of Regulations, Title 27	CEQA	California Environmental Quality Act	EIR	Environmental Impact Report	Industrial General Permit	Waste Discharge Requirements for Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities	LCRS	Leachate Collection and Removal System	LEA	Leachate Collection and Removal System	MSW	Municipal Solid Waste	NOI	Notice of Intent	NOT	Notice of Termination	NPDES	National Pollutant Discharge Elimination System	Regional Water Board	Regional Water Quality Control Board	ROWD	Report of Water Discharge	State Water Board	State Water Resources Control Board	U.S. EPA	United States Environmental Protection Agency	WDR	Waste Discharge Requirements	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> ORDER WQ 2020-0004-DWQ <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p><b>FINDINGS:</b></p> <p>The State Water Resources Control Board (State Water Board) finds that:</p> <ol style="list-style-type: none"> <li>Catastrophic events such as fires, storms, floods, landslides, earthquakes, mass animal mortalities, spills, and other emergencies can create large amounts of disaster-related waste such as burn ash, concrete, wood, green waste, appliances, computer equipment, dead animals, food items, cars, household chemicals, paint, etc., collectively referred to as disaster-related wastes. Waste materials resulting from these catastrophic events may be mixed such that individual components are not practically separable for purposes of waste management. The occurrence of disasters may also result in secondary disasters. For example, wildfires can exacerbate the risk of flooding, erosion, debris flows, and slope failures as a result of the loss of vegetated cover. Damage from earthquakes and other disasters can affect vital infrastructure, such as water supply and sewer systems, and threaten beneficial uses of waters of the state; power outages and fires following earthquakes can result in mass quantities of spoiled food and other goods requiring disposal. Emergency cleanup activities to address disaster events may create unusually large amounts of waste needing to be disposed in a short period of time, may involve wastes that would not normally be accepted for disposal at a waste management facility, and often necessitate temporary waste staging areas on land or at regulated waste management facilities.</li> <li>The discharge of waste to land in the State of California is an action that is subject to restrictions adopted in individual or general Waste Discharge Requirements (WDRs) issued by the State Water Board or Regional Water Quality Control Boards (collectively Water Boards).</li> <li>California Water Code (Water Code), section 13260, subdivision (a)(1), requires any person (including any city, county, district, or other entity) discharging, or proposing to discharge, wastes within the State of California that could affect the quality of waters of the state, other than into a community sewer system, to file a Report of Waste Discharge (ROWD) with the Water Board. Unless exempted, Water Code, section 13263, subdivision (a), requires that the Water Board adopt discharge requirements for any existing or proposed waste discharges within its area of jurisdiction, except discharges into a community sewer system, even if no ROWD has been filed.</li> <li>For purposes of this General Waste Discharge Requirements for Disposal of Disaster-Related Wastes (hereafter "General Order"), a discharger is any person discharging or proposing to discharge disaster-related wastes. For permanent disposal in regulated facilities such as landfills, the discharger is the owner/operator of the landfill.</li> <li>Issuing WDRs prior to cleanup of emergency wastes requires time that may significantly impede the cleanup of emergency wastes, which would likely increase the threat to public health and the environment. Under emergency or disaster conditions, there is limited time for those performing cleanup of disaster-related wastes to prepare a formal ROWD and for the Water Board to prescribe new WDRs or to revise existing WDRs.</li> </ol> <p style="text-align: center;">1</p>
Antidegradation Policy	State Water Board Resolution 68-16, <i>Statement of Policy with Respect to Maintaining High Quality of Waters of California</i>																																				
Basin Plan	Water Quality Control Plan																																				
BMP	Best Management Practices																																				
Title 27	California Code of Regulations, Title 27																																				
CEQA	California Environmental Quality Act																																				
EIR	Environmental Impact Report																																				
Industrial General Permit	Waste Discharge Requirements for Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities																																				
LCRS	Leachate Collection and Removal System																																				
LEA	Leachate Collection and Removal System																																				
MSW	Municipal Solid Waste																																				
NOI	Notice of Intent																																				
NOT	Notice of Termination																																				
NPDES	National Pollutant Discharge Elimination System																																				
Regional Water Board	Regional Water Quality Control Board																																				
ROWD	Report of Water Discharge																																				
State Water Board	State Water Resources Control Board																																				
U.S. EPA	United States Environmental Protection Agency																																				
WDR	Waste Discharge Requirements																																				

<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>Therefore, to expedite the cleanup of disaster-related wastes, enrollment under this General Order for these types of discharges is in the public interest.</p> <p>6. For purposes of this General Order, wastes resulting from disaster-impacted areas are herein referred to as "disaster-related wastes."</p> <p>7. All nine Regional Water Boards adopted waivers for disposal of disaster-related wastes, but many large disasters and clean-up efforts cross regional boundaries. This has resulted in delays in clean up responses due to differences among Regional Water Board requirements. Additionally, waivers expire every five years and require additional staff time to update and renew. Water Code section 13263, subdivision (a), provides the State Water Board with authority to issue WDRs for any proposed or existing discharge that could affect water quality. This General Order provides statewide conditions allowing for a more efficient response. If a discharge is covered by a Regional Water Board Order for disposal of disaster-related wastes, the operation may continue under that authority until those orders expire or come up for renewal. At that time, or earlier at the discretion of the Regional Water Boards, it is the intent of the State Water Board that Regional Water Boards will use this General Order for permitting the disposal of disaster-related wastes.</p> <p>8. This General Order applies to emergency situations for disposal of disaster-related wastes from disaster areas where a state of emergency has been proclaimed by the Governor pursuant to the Government Code, section 8550 et seq., and is categorically exempt from California Environmental Quality Act (CEQA) (California Code of Regulations [CCR], title 14, section 15269(a) and Public Resources Code [PRC], section 21080, subdivision [b]3)). For emergencies that are not in a Governor-declared disaster area, this General Order is exempt from CEQA because the Order and the conditions of this Order will apply only to activities necessary to prevent or mitigate an emergency, as defined by CEQA (CCR, title 14, section 15269, subdivision [c], and PRC, section 21080, subdivision [b]4)).</p> <p>9. CEQA defines emergency as "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. 'Emergency' includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage" (PRC, section 21060, subdivision 3). Specific actions necessary to prevent or mitigate an emergency are exempt from CEQA. Emergency activities do not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term (CCR, title 14, section 15259, subdivision [c]). For purposes of this General Order, "emergency" has the same meaning as defined in CEQA.</p> <p>10. Water Code, section 13260, subdivision (a) requires a report of waste discharge (ROWD) from any person or agency proposing to discharge waste. The legal requirement for dischargers discharging as a result of cleanup of an emergency or disaster area is to submit a ROWD and for the Regional Water Board to prescribe</p> <p style="text-align: center;">2</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>WDRs for discharges of wastes necessary to protect life or property during emergency cleanup actions following disasters such as fires, floods, storms, earthquakes, or mass mortality of animals in a Declared Disaster Area. A discharger submitting a Notice of Intent to enroll and comply with the conditions in this General Order satisfies this requirement.</p> <p>11. Water Code, section 13264, subdivision (a) prohibits waste discharge without the discharger submitting a ROWD and the Water Board adoption of WDRs. A General Order for cleanup of wastes following fires, floods, storms, earthquakes, or mass mortality of animals when a state of emergency has been proclaimed by the Governor is critical. The formal process of dischargers preparing a ROWD and the Regional Water Board adopting WDRs is a several-month long process that would unduly delay cleanup after these types of emergencies.</p> <p>12. The State Water Board notified the landfill operators and owners identified in Attachment B, as well as governmental agencies and interested persons of its intent to adopt a General Order and provided them the opportunity to attend a public meeting and submit their written comments and recommendations.</p> <p>13. This General Order does not supersede any federal, state, or local law or regulation. Other requirements may apply to this material; this General Order does not require any entity to accept disaster-related debris. In order to streamline the disaster-related wastes cleanup process, coordination with other agencies should occur as early as feasible. The State Water Board, in a public meeting, heard and considered all comments pertaining to this matter.</p> <p style="text-align: center;"><b>ANTIDEGRADATION ANALYSIS</b></p> <p>14. State Water Board Resolution No. 68-16 (Statement of Policy with Respect to Maintaining High Quality Waters in California, the state's "Antidegradation Policy") provides that high quality waters of the state must be maintained unless it is demonstrated that any degradation will be consistent with the maximum benefit to the people of the state, will not unreasonably affect beneficial uses, and will not result in water quality worse than that described in the Regional Water Board's policies. This General Order is consistent with the Antidegradation Policy because it includes conditions that require dischargers to minimize or eliminate discharges of wastes that can have adverse impacts on the water quality that supports beneficial uses of waters of the state. This General Order imposes conditions on discharges of disaster-related wastes that would not otherwise apply following the appropriate notification to the Regional Water Board. All temporary discharges regulated under this General Order are short-term and are not expected to cause degradation of water quality. Permanent disposal is only authorized to lined waste management units operating pursuant to CCR, title 27. Therefore, no degradation of water quality is authorized under this General Order. Coverage under this General Order can be terminated if conditions are not met.</p> <p style="text-align: center;">3</p>
<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p style="text-align: center;"><b>OTHER REGULATORY CONSIDERATIONS</b></p> <p>15. This General Order is in the public interest because these discharges would comply with the conditions of this General Order and would not result in violation of a Regional Water Board's Basin Plan.</p> <p>16. Except as provided under Water Code section 13269, subdivision (d), and upon notification of the State Water Board, Water Code section 13269, subdivision (c) provides that neither submittal of a ROWD, nor the adoption of WDRs is required for discharges resulting from certain emergency activities. The emergency activities described in Water Code section 13269, subdivision (c) are:</p> <p>a. Immediate emergency work necessary to protect life or property or immediate emergency repairs to public service facilities necessary to maintain service as a result of a disaster in a disaster-stricken area in which a State of Emergency has been proclaimed by the Governor pursuant to the Government Code, section 8550 et seq.; and</p> <p>b. Emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore an existing highway, as defined in the Vehicle Code, section 360, except for a highway designated as an official state scenic highway pursuant to the Vehicle Code, section 262 of the Streets and Highways Code, within the existing right-of-way of the highway, damaged as a result of fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide within one year of the damage. This paragraph does not exempt from this section any project undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.</p> <p>The activities covered by this General Order are outside the scope of Water Code, section 13269, subdivision (c) as this General Order provides requirements for disposal of disaster-related debris, which occurs following the immediate response actions described in Water Code, section 13269, subdivision (c). Additionally, section 13269, subdivision (d) provides that section 13269, subdivision (c) is not a limitation on Water Board authority to determine that a waiver of the requirement to submit a ROWD and obtain WDRs shall not be granted.</p> <p>17. Pursuant to Water Code section 13260 subdivision (c), Dischargers must submit a ROWD when there is a material change in discharge or new discharge. Landfill owners and/or operators proposing to accept the material included in this General Order for permanent disposal would constitute a material change in discharge. Temporary staging areas are considered new discharges. Therefore, submitting a Notice of Intent to enroll in this General Order is needed to satisfy the requirements of Water Code, section 13260. Landfills and other areas used for permanent disposal are required to</p> <p style="text-align: center;">4</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>submit a ROWD following submittal of the Notice of Intent to the Regional Water Board in accordance with the requirements of this General Order.</p> <p>18. Pursuant to Water Code section 13263, subdivision (g), waste discharges to waters of the state are a privilege, not a right, and adoption of this General Order does not create a vested right to continue any discharge.</p> <p>19. Water Code section 13267, subdivision (b), provides that "in conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposed to discharge within its region, or any citizen or domiciliary, or political agency or entity of this state who had discharged, discharges, or is suspected of having discharged or discharging, or who proposed to discharge waste outside of its region that could affect the quality of the waters of the state within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs of these reports, shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports." The technical reports required by this General Order are necessary to assure compliance with its conditions.</p> <p>20. All WDRs must implement the applicable Regional Water Board's Basin Plan for the region in which the discharge occurs; therefore, this General Order requires dischargers to comply with all applicable Basin Plan requirements and water quality objectives governing the discharge. In the event of a conflict between the requirements of this General Order and the Basin Plan, the more stringent requirement prevails.</p> <p>21. Regulated landfills have WDRs implementing CCR, title 27; State Water Board Resolution No. 93-62; and federal Municipal Solid Waste Landfill Criteria in 40 CFR 258.</p> <p>22. This General Order is not a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to the Federal Clean Water Act. For operations where storm water discharges off-site, the Discharger may be required to enroll under the State Water Board's Order 2014-0057-DWQ, NPDES General Permit No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated with Industrial Activities Excluding Construction Activities (Industrial General Permit), and/or future promulgations. If wastewater is discharged to surface water, the Discharger may be required to obtain an individual NPDES permit. Coverage under this General Order does not exempt a facility from the federal Clean Water Act. Any facility required to obtain such permits must notify the Regional Water Board.</p> <p>23. The issuance of this General Order is consistent with the goal to protect waters of the state, while considering economic and environmental impacts as stated in the Strategic Plan of the Water Boards and Water Code section 13263, subdivision (a).</p> <p>24. Pursuant to Water Code, section 106.3, the state statutorily recognizes that "every human being has the right to safe, clean, affordable, and accessible water adequate for</p> <p style="text-align: center;">5</p>



<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>human consumption, cooking, and sanitary purposes.” The human right to water extends to all Californians, including disadvantaged individuals and groups and communities in rural and urban areas. This General Order protects the human right to water by providing a mechanism to quickly remove disaster-related wastes from public areas and to lined containment systems, therefore protecting water quality.</p> <p>25. Failure to prevent conditions that create or threaten to create pollution or nuisance or that may unreasonably degrade waters of the state will be sufficient reason to modify, revoke, or enforce this General Order.</p> <p>26. Pursuant to Water Code, section 13241, the State Water Board, in establishing the requirements contained herein, considered factors including, but not limited to, the following:</p> <ol style="list-style-type: none"> <li>Past, present, and probable future beneficial uses of water: The proposed discharge will not adversely affect present or probable future beneficial uses of water because the permanent discharge is only authorized to lined waste containment systems with detection monitoring to ensure discharges do not reach groundwater and temporary waste management units that are required to be clean-closed immediately following the use as a staging area.</li> <li>Environmental characteristics of the hydrographic unit under consideration, including the quality of water available thereto: The WDRs for the permanent discharge locations consider the environmental characteristics and quality of water available at those locations for permanent disposal. Given the emergency-response nature of this General Order, it is not feasible to consider the environmental characteristics and hydrographic units for every potential scenario for temporary disposal conditions; however, this General Order includes requirements for considering environmental characteristics when establishing temporary discharge locations.</li> <li>Water quality conditions that could reasonably be achieved through the coordinated control of all factors which affect water quality in the area: The requirements of this General Order will not affect groundwater quality. The Water Board will use its existing authority and these WDRs to ensure protection of water quality from these discharges.</li> <li>Economic considerations: The requirements in this General Order do not subject the Dischargers to economic disadvantage compared to other similar discharges.</li> <li>The need for developing housing within the region(s): The Dischargers are not responsible for developing housing as a result of this General Order.</li> <li>The need to develop and use recycled water:</li> </ol> <p style="text-align: center;">6</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>The Dischargers may propose the use of recycled water for dust control when performing activities related to this General Order when available.</p> <p>27. Class II and III landfills are not authorized to accept radioactive waste. If an emergency occurs as a result of a radioactive event, thereby creating mass quantities of radioactive waste, those wastes are not considered to be disaster-related wastes for the purposes of this General Order. Such radioactive wastes must be disposed in a waste management unit designed and operated to contain radioactive wastes.</p> <p><b>IT IS HEREBY ORDERED</b>, pursuant to Water Code, sections 13263 and 13267, the Discharger, its agents, successors, and assigns, in order to meet the provisions contained in division 7 of the Water Code and regulations adopted hereunder, shall comply with the following:</p> <p><b>A. PROHIBITIONS</b></p> <ol style="list-style-type: none"> <li>Discharge of wastes, directly or indirectly, to any surface waters of the state, including ephemeral streams and vernal pools, is prohibited.</li> <li>Discharge of wastes to surface waters including overflow, wastewater, or bypass from transport, treatment, storage, or disposal systems to adjacent drainages or adjacent properties is prohibited, except as authorized by an NPDES permit.</li> <li>Disaster-related waste management operations that create, or contribute to, a condition of pollution or nuisance are prohibited.</li> <li>Disaster-related waste management operations that create, or contribute to, conditions that violate applicable Basin Plan waste discharge prohibitions are prohibited.</li> <li>Any material classified as a designated waste cannot be used for daily cover pursuant to CCR, title 27, section 20705, subdivision (e)(1).</li> <li>Disaster-related wastes managed in a manner that causes corrosion, decay, or otherwise reduces or impairs the integrity of containment structures at any waste management unit, pursuant to CCR title 27, section 20200, subdivision(b)(1) are prohibited.</li> <li>Disaster-related wastes managed in a manner that mixes or commingles with other wastes that can produce a violent reaction (including heat, pressure, fire or explosion), that can produce toxic byproducts, or that can produce any reaction products requiring a higher level of containment, or results in the mixture being classified as a restricted waste, pursuant to CCR, title 27, section 20200, subdivision (b)(2), are prohibited.</li> <li>Wastes such as paint cans, gas cans, solvents, poisons, household cleaners, drums with unknown contents, electronic wastes, refrigerators, or any potentially hazardous wastes (other than ash from fire disaster areas) are prohibited from being discharged at a Class II or III landfill and must be removed from the disaster-related waste stream and managed in accordance with the applicable regulatory requirements</li> </ol> <p style="text-align: center;">7</p>
<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <ol style="list-style-type: none"> <li>Temporary staging areas shall not be located in areas underlain by fractured bedrock aquifer or highly permeable soils (e.g., coarse grained sands, and gravels) or in facilities that are characterized by such deposits (e.g., gravel quarry).</li> <li>Wastes derived from a radioactive event is classified as radioactive waste, not disaster-related waste, and are prohibited from being disposed in landfills pursuant to this General Order. This prohibition does not apply to disaster-related wastes that may contain an incidental amount of radioactivity that would occur within the waste stream from other disasters (such as medical devices burned in a fire).</li> </ol> <p><b>B. CONDITIONS</b></p> <ol style="list-style-type: none"> <li>This General Order applies only to disaster-related waste streams (1) from Declared Disaster Areas, or (2) from other emergency response actions that are exempt from CEQA, and (3) that are discharged to facilities that submit a Notice of Intent.</li> <li>All conditions of this General Order remain applicable until they are satisfied, and the Discharger submits a complete Notice of Termination, or the discharge becomes covered under WDRs issued by the Regional Water Board. Authorization to discharge under this General Order is temporary and shall expire under the following conditions, whichever is earliest, unless otherwise provided in writing by the Water Board: <ol style="list-style-type: none"> <li>If applicable, the Governor or the Legislature terminates the state of emergency pursuant to Government Code section 8629; or</li> <li>The Water Board terminates enrollment of individual Dischargers/Units, or all Dischargers/Units temporarily enrolled under the General Order for a particular emergency, or terminates this General Order in its entirety (“Units” in this context refers to any regulated landfill, temporary waste pile, temporary surface impoundment, or mass mortality emergency landfill being covered under this General Order).</li> </ol> </li> <li>Wastes discharged to temporary waste management units under this General Order (whether located at a regulated disposal facility or not), together with any materials used to contain the temporary waste management units, must be removed from the temporary location and restored to its original state within six months of a declaration of emergency by the Governor or prior to filing a Notice of Termination, whichever occurs first, or as a required by the Regional Water Board. Any person permanently discharging or storing disaster-related waste longer than noted above must file a Report of Waste Discharge and obtain waste discharge requirements.</li> </ol> <p><b>C. SPECIFICATIONS FOR ALL DISCHARGES OF DISASTER-RELATED WASTES</b></p> <ol style="list-style-type: none"> <li>Cleanup activities and management of disaster-related wastes must minimize or eliminate the discharge of any wastes that could adversely affect the quality or beneficial uses of the waters of the state.</li> </ol> <p style="text-align: center;">8</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <ol style="list-style-type: none"> <li>Landfill(s) designated to receive disaster-related wastes must dispose of the disaster-related waste within waste management units underlain by composite liner systems.</li> <li>Disaster-related wastes derived from cleanup of disaster-impacted areas and discharged into regulated waste disposal facilities must be isolated, to the extent practicable, from areas of the facility that are not lined.</li> <li>Inert wastes derived from cleanup of disaster-impacted areas shall be separated and recycled when appropriate and practicable. Inert wastes that are suitable for reuse or recycling do not require permanent disposal at a classified waste management or disposal facility (i.e., permitted landfill). If not disposed in a classified waste management or disposal facility, these materials do not need coverage under this General Order.</li> <li>Composite liner systems identified for permanent disposal of disaster-related solid waste must meet the liner requirements for discharges of municipal solid waste (MSW), pursuant to State Water Resources Control Board (State Water Board) Resolution No. 93-62, or engineered alternatives to those prescriptive standards, must satisfy minimum containment standards for Class III MSW landfills promulgated in State Water Resources Control Board regulations governing discharges of waste, pursuant to CCR, title 27, sections 20260 and 20310.</li> <li>Disposal of disaster-related wastes, to the extent practical, must not impede movement of leachate into a leachate collection and removal system (LCRS).</li> <li>Food wastes, animal carcasses, and other putrescible wastes derived from cleanup of disaster-impacted areas must be discharged for disposal in compliance with conditions of this General Order and covered expeditiously.</li> <li>All disaster-related wastes must be protected from flooding and inundation, in compliance with the current WDRs for the affected unit or units, at the regulated waste disposal facility.</li> <li>The waste streams to be discharged for treatment or permanent disposal shall only be disposed into: <ol style="list-style-type: none"> <li>Liquid waste management or treatment units as allowed by waste discharge requirements issued by the Regional Water Board, or</li> <li>Solid waste management units or disposal facilities (e.g., Class II or III MSW landfills) underlain with engineered composite liners and leachate collection systems that satisfy the requirements of State Water Board Resolution No. 93-62 and that have WDRs for the active disposal operations; or</li> <li>Temporary staging areas established in accordance with the conditions of this General Order; or</li> <li>Other categories of waste management units regulated under WDRs issued by the Regional Water Board that allow that type of waste.</li> </ol> </li> </ol> <p style="text-align: center;">9</p>

<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>10. All disaster-related wastes temporary staging areas must be setback at least 100 feet from water supply wells or any surface water, and at least 25 feet from groundwater monitoring wells. A lesser setback distance may be allowed by the Regional Water Board if the Discharger can demonstrate that the groundwater, geologic, topographic, and well construction conditions at the site are adequate to protect water quality.</p> <p>11. Precipitation that falls on, or water that is applied to managed disaster debris (disaster debris that has been moved or consolidated as any part of the disaster response effort), must be treated as leachate if runoff occurs.</p> <p>12. When applicable, Dischargers with coverage under this General Order must also apply for coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction Storm Water Permit) and comply with its requirements. The Construction Storm Water Permit (State Board Order No. 2009-0009-DWQ) may be found on the Water Board's website. <a href="#">Visit the Water Boards website for the Construction Storm Water Permit</a></p> <p><b>D. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT REGULATED CLASS II OR III MSW WASTE DISPOSAL FACILITIES</b></p> <p>1. Owners/operators of regulated waste management or disposal facilities proposing to discharge waste from disaster-impacted areas to the regulated waste disposal facility and for which such discharge would or could otherwise cause a violation of the WDRs for the facility, shall submit a Notice of Intent to the appropriate Regional Water Board within 30 days after the initial discharge of any disaster-related emergency wastes. The Notice of Intent must contain the information listed in Attachment C of this General Order.</p> <p>2. Emergency wastes (not otherwise suitable for recycling or reuse) derived from cleanup of emergency/disaster-impacted areas and managed under provisions of this General Order must only be discharged for permanent disposal into units that are underlain with an engineered composite liner system and a leachate collection system meeting the requirements of CCR, title 27, and State Water Board Resolution No. 93-62.</p> <p>3. Within 30 days after the completion of discharges for each emergency, the owner/operator of a regulated waste disposal facility that accepted waste from disaster-impacted areas must submit an amendment to their ROWD (amendment to the facility's Joint Technical Document) describing the material change to their discharge pertaining to the temporary acceptance, management, and disposal of the waste. The amended ROWD must include a completed Notice of Termination form and information about the waste types accepted, location of the discharge including a map, and approximate volumes discharged.</p> <p>4. The following categories of disaster-related wastes derived from burned areas may be discharged as alternative daily cover (ADC) to a Class II or Class III MSW landfill:</p> <p style="text-align: center;">10</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>a. Solid wastes that are classified as inert wastes (per CCR, title 27, section 20230);</p> <p>b. Solid wastes that meet the criteria for ADC (per CCR, title 27, section 20690 et seq.); and</p> <p>c. Solid wastes identified by the Local Enforcement Agency (LEA) and approved by local Regional Board staff as being suitable use for ADC.</p> <p><b>E. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY WASTE STAGING AREAS (WASTE PILES) LOCATED AT REGULATED DISPOSAL FACILITIES</b></p> <p>1. Owners/operators of regulated waste management or disposal facilities proposing to accept discharges of waste from disaster-impacted areas to a temporary waste staging area located at a regulated waste disposal facility must submit a Notice of Intent to their local Regional Water Board within 30 days after the initial discharge of any disaster-related wastes. The Notice of Intent must contain the information listed in Attachment C of this General Order.</p> <p>2. Temporary waste staging areas may only be located within MSW landfills, inert landfills, or other designated areas where disaster-related wastes are temporarily discharged, stored, treated, or sorted for recycling, and where containment features and ancillary features for precipitation and drainage controls are present. Temporary waste staging areas are also considered temporary waste management units.</p> <p>3. Heavy gauge plastic sheeting (not less than 20 mils thick) or other impermeable materials (e.g., asphalt, concrete, compacted Class II road base, etc.) must be installed prior to establishing a temporary waste pile to protect natural geological materials from contact with the waste or its leachate.</p> <p>4. Owners/operators of regulated waste management or disposal facilities must prevent surface runoff/run-on from contacting wastes derived from cleanup of disaster-impacted areas and must prevent erosion and transport of soils containing disaster-related wastes or waste constituents by surface runoff from all temporary emergency waste piles. The facility owner/operator must implement best management practices (BMPs) for storm water conveyance and control.</p> <p>5. Hazardous wastes must not be discharged to temporary waste piles.</p> <p><b>F. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY WASTE STORAGE AREAS (WASTE PILES) NOT LOCATED AT REGULATED WASTE DISPOSAL FACILITIES</b></p> <p>1. Owners/Operators proposing to establish a temporary waste pile not located at a regulated waste disposal facility must submit a Notice of Intent to the Regional Water Board within 30 days of initial discharge. The Notice of Intent must contain the information listed in Attachment C of this General Order.</p> <p style="text-align: center;">11</p>
<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004-DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>2. Owners/operators of temporary waste piles not at regulated facilities must ensure that they are sited, designed, constructed, operated, and maintained to ensure compliance with the following minimum standards:</p> <p>a. The bottom of a temporary waste pile must be placed at least 5 feet above the highest historically known or anticipated level of groundwater, more than 100 feet from any surface water or water supply well, and at least 25 feet from groundwater monitoring wells.</p> <p>b. Temporary waste piles must be protected from inundation or washout.</p> <p>c. Temporary waste piles must not be located on a known Holocene fault; waste piles must not be located at areas of potential rapid geologic change (e.g., landslides, debris flows, flash flood areas, etc.).</p> <p>d. Temporary waste piles must, to the extent feasible, prevent rainwater infiltration and runoff and control fugitive dust, vectors, odors, blowing litter, and scavenging. Any cover material used must not consist of or contain material known or anticipated to be classified as a designated or hazardous waste.</p> <p>e. Temporary waste management operations that include wastes with a liquid content exceeding its moisture-holding capacity and/or containing free liquids must comply with requirements for temporary surface impoundments in accordance with the specific conditions in Section G of this General Order, below.</p> <p>f. Temporary waste piles must be designed, constructed and operated to limit ponding, infiltration, inundation, erosion, slope failure, and washout to the greatest extent possible. Surface drainage from outside of the temporary waste pile must be diverted from the location of the temporary waste pile through implementation of BMPs for storm water control and conveyance.</p> <p>3. Owners/operators of temporary waste piles not on regulated facilities must discharge any return water or ponded water contained within the temporary waste pile to an authorized sanitary sewer system, a regulated facility permitted to receive the wastewater, or a temporary surface impoundment.</p> <p>4. Owners/operators of temporary waste piles not on regulated facilities must post at least one clearly visible sign listing the following minimum information: a) project name, b) brief project description, and c) operator name and phone number. The sign or signs must be in English and any other language common in the local community to more effectively communicate the minimum contact information. The sign(s) must be maintained in a legible condition so long as waste piles remain on site.</p> <p>5. Liquid hazardous wastes must not be discharged to temporary waste piles.</p> <p style="text-align: center;">12</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020 0004 DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p><b>G. CONDITIONS FOR DISCHARGE OF DISASTER-RELATED WASTES AT TEMPORARY SURFACE IMPOUNDMENTS NOT LOCATED ON REGULATED FACILITIES</b></p> <p>1. Owners/Operators proposing to establish a temporary surface impoundment not located at a regulated waste disposal facility must submit a Notice of Intent to the Regional Water Board within 30 days after the initial discharge of any disaster related wastes from a Declared Disaster Area. The Notice of Intent must contain the information listed in Attachment C of this General Order.</p> <p>2. Owners/operators of temporary surface impoundments not on regulated facilities must ensure that they are sited, designed, constructed, operated, and maintained to ensure compliance with the following minimum standards:</p> <p>a. The bottom of a temporary surface impoundment must be placed at least 5 feet above the highest historically known or anticipated level of groundwater, more than 100 feet from any surface water or water supply well, and at least 25 feet from groundwater monitoring wells.</p> <p>b. Temporary surface impoundments must be protected from inundation or washout.</p> <p>c. Temporary surface impoundments must not be located on a known Holocene fault.</p> <p>d. Temporary surface impoundments must not be located at areas of potential rapid geologic change (e.g., landslides, debris flows, flashflood areas, etc.).</p> <p>e. Temporary surface impoundments must be underlain by a temporary impermeable barrier (e.g., heavy gauge plastic with water-tight seams) or a relatively impermeable surface (e.g., competent asphalt, concrete, etc.). The liner must be installed prior to establishing a temporary surface impoundment and must protect natural geological materials from contact with the waste. If emergency conditions prevent the use of a low permeable barrier and/or based on the emergency waste characterization risk, adequate site restoration to original conditions may require more substantial groundwater or soil investigations and site cleanup as required by the Executive Officer.</p> <p>f. Berms and containment structures of temporary surface impoundments must be constructed of materials that minimizes leakage and must be composed of inert materials that will not cause adverse reactions (e.g., corrosion, decay, or otherwise reduce or impair the integrity of the containment structure) when placed in contact with the liquid wastes stored within the temporary surface impoundment.</p> <p>g. Temporary surface impoundments must be designed, operated and maintained to ensure that liquid wastes are at least two feet below the top of the impoundment (measured vertically from the surface of the liquid up to the point</p> <p style="text-align: center;">13</p>

<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004.DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>on the surrounding lined berm or dike having the lowest elevation), and must be designed and constructed to prevent overtopping as a result of wind conditions.</p> <p>h. Direct pipeline discharges of liquid can only occur into temporary surface impoundments with automatic or manually operated fail-safe systems to prevent overflowing.</p> <p>i. Temporary surface impoundments must be designed and constructed to prevent scouring of containment structures at the points of liquid discharge into the impoundments.</p> <p>j. Temporary surface impoundments must be designed, constructed and operated to limit inundation, erosion, slope failure, and washout to the greatest extent possible. Surface drainage from outside of the temporary surface impoundments must be diverted from the location of the temporary surface impoundment through implementation of BMPs for storm water control and conveyance.</p> <p>3. When applicable, owners/operators of temporary surface impoundments not located at a regulated waste disposal facility must obtain coverage under the Construction Storm Water Permit and prepare a Storm Water Pollution Prevention Plan to obtain coverage under this General Order.</p> <p>4. Owners/operators of temporary surface impoundments not on regulated facilities must ensure that only disaster-related waste streams are discharged into temporary surface impoundments.</p> <p>5. All visible portions of synthetic liner systems in temporary surface impoundments must be inspected weekly, or daily as necessary, until all free liquid is removed from the surface impoundment as part of closure. If, during the active life of the temporary surface impoundment, the wastes are removed and the bottom of the impoundment is cleaned down to the liner, an inspection must be made of the bottom of the liner prior to refilling the impoundment.</p> <p>6. Owners/operators of temporary surface impoundments not on regulated facilities must post at least one clearly visible sign listing the following minimum information: a) project name, b) brief project description, and c) operator name and phone number. The sign or signs must be in English and any other language common in the local community to more effectively communicate the minimum contact information. The sign(s) must be maintained in a legible condition while temporary surface impoundments remain on site.</p> <p><b>H. SPECIFICATIONS SPECIFIC TO DISCHARGES OF MASS ANIMAL MORTALITY WASTES</b></p> <p>1. Disposal of large numbers of animal carcasses, and other high moisture waste streams from mass mortality, may cause wastes to exceed moisture-holding capacity at regulated MSW landfills. To limit the impacts from a large moisture content waste load, the owner/operator responsible for the regulated waste disposal facility shall implement the following procedures:</p> <p style="text-align: center;">14</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004.DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>2. Discharge high-moisture wastes for mass animal mortality wastes only at landfill areas underlain by a composite liner system and a significant thickness of other types of solid wastes.</p> <p>3. Cover each layer of high-moisture mass animal mortality wastes (e.g., animal carcasses, animal related wastes, etc.) with absorbent wastes or soil.</p> <p>4. The thickness of each layer of mass mortality wastes shall be limited to less than two feet, or the thickness of one animal carcass if greater than two feet.</p> <p>5. For disaster-related mass animal mortality wastes streams that are in a liquid form (e.g. raw eggs, etc.), the moisture content shall be reduced prior to discharge by mixing with an absorbent material (e.g., saw dust, mulch, soil, etc.).</p> <p>6. The owner/operator must implement a plan to prevent wild animals (e.g., birds, mammals, reptiles, etc.) from coming into contact with mass animal mortality wastes (e.g., provide and maintain adequate cover for temporary waste piles).</p> <p>7. The owner/operator must ensure that all temporary waste piles containing mass animal mortality wastes are discharged into the landfill prior to the end of the working day, unless sufficient information is provided to demonstrate that a proposed alternative is protective of water quality and human health for a given temporary waste pile.</p> <p><b>I. SPECIFIC CONDITIONS FOR DISCHARGES FROM OTHER EMERGENCY DISASTER AREAS</b></p> <p>1. In the event of an emergency not within a disaster area declared by the Governor, this General Order may be used for waste discharges necessary to mitigate an emergency under either of the following conditions:</p> <p>a. The Discharger submits a Notice of Intent to the Regional Water Board before commencing discharges pursuant to this General Order. Discharge of wastes in a manner requiring coverage under this General Order must not occur until the Executive Officer provides the Discharger a written Notice of Applicability stating that the proposed discharge is eligible and approved for coverage under this General Order.</p> <p>b. An emergency is declared by a state or local government agency and an Incident Commander working through the Standardized Emergency Management System and the California Governor's Office of Emergency Services directs that waste be discharged to mitigate the emergency.</p> <p>2. A Discharger who seeks coverage under Section I.1.1.a must submit a ROWD before commencing the proposed discharges if the Executive Officer determines that a proposed discharge is not eligible for coverage under this General Order.</p> <p>3. A Discharger who seeks coverage under Section I.1.1.b must notify the Regional Water Board by e-mail or telephone (or voicemail if after business hours) of the location, type of discharge, and contact information before commencing the discharge. The</p> <p style="text-align: center;">15</p>
<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004.DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p>Discharger must also submit a Notice of Intent to the appropriate Regional Water Board within 10 days after commencing the discharge, along with documentation that the Discharger has met the conditions described in Section D.1.b.</p> <p>4. The Discharger must comply with Sections A, B, and C of this General Order and the appropriate Sections D through H of this General Order that are applicable to the particular discharge.</p> <p><b>J. ENROLLMENT PROCESS</b></p> <p style="text-align: center;"><b>NOTICE OF INTENT</b></p> <p>1. <b>Emergency Wastes From A Declared Disaster Area</b> – Dischargers seeking coverage under this General Order must submit a fully executed Notice of Intent (NOI) (Attachment C) to the Regional Board, indicating the discharge meets the conditions of this General Order. The NOI must be completed with all required information and signed by the owner or authorized representative of the entity proposing to discharge emergency wastes.</p> <p>2. <b>Emergency Wastes Not From A Declared Disaster Area</b> – Dischargers desiring coverage under this General Order for emergencies not in a Declared Disaster Area (i.e., declared by the Governor) must either:</p> <p>a. Submit a Notice of Intent to the appropriate Regional Water Board and obtain a Notice of Applicability from the Executive Officer prior to commencing the discharge pursuant to Section I.1.a of this General Order, or</p> <p>b. Notify the Regional Water Board by e-mail, telephone (or voicemail if after business hours) of the location, type of discharge, and contact information before commencing the discharge and submit a Notice of Intent to the appropriate Regional Water Board within 10 days after commencing the discharge. In this instance, the Notice of Intent must include documentation that the Discharger has met the conditions described in Section I.1.b regarding the emergency being declared by a state or local government agency and an Incident Commander working through the Standardized Emergency Management System and the California Governor's Office of Emergency Services directs that waste be discharged to mitigate the emergency.</p> <p style="text-align: center;">16</p>	<p><b>STATE WATER RESOURCES CONTROL BOARD</b> <b>ORDER WQ 2020-0004.DWQ</b> <b>GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES</b></p> <p style="text-align: center;"><b>NOTICE OF TERMINATION</b></p> <p>To terminate coverage, Dischargers must submit a fully executed Notice of Termination (NOT) (Attachment D) to the Regional Board certifying they have satisfied the conditions of this General Order. For temporary staging areas, the NOT must be submitted within 10 working days of completing removal of all disaster-related wastes and restoring the site to its original condition. For permanent disposal in regulated waste management units that accepted waste from disaster-impacted areas, the owner/operator must submit an amendment to their ROWD (amendment to the facility's Joint Technical Document) describing the material change to their discharge pertaining to the temporary acceptance, management, and disposal of the waste within 30 days after the completion of discharges for each emergency. The amended ROWD must include a completed NOT form and information about the waste types accepted, location of the discharge including a map, and approximate volumes discharged.</p> <p style="text-align: center;"><b>CERTIFICATION</b></p> <p>The undersigned, Clerk to the Board, does hereby certify that the foregoing is a full, true, and correct copy of an order duly and regularly adopted at a meeting of the State Water Resources Control Board held on February 18, 2020.</p> <p>AYE: Chair E. Joaquin Esquivel Vice Chair Dorene D'Adamo Board Member Tam M. Doduc Board Member Sean Maguire Board Member Laurel Firestone</p> <p>NAY: None ABSENT: None ABSTAIN: None</p> <p style="text-align: right;"><i>Jeanine Townsend</i> _____ Jeanine Townsend Clerk to the Board</p> <p style="text-align: center;">17</p>

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

ATTACHMENT A - DEFINITIONS

**Beneficial Uses** – Pursuant to division 7, section 13050, subdivision (f) of the Water Code. "Beneficial uses" of water of the state that may be protected against degradation include, but are not limited to, domestic, municipal, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation, and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.

**Best Management Practice** - A practice, or combination of practices, that is the most effective and feasible means of controlling degradation or pollution generated by nonpoint sources for the attainment of water quality objectives.

**California Environmental Quality Act (CEQA)** - Refers to the statute promulgated in Public Resources Code, beginning with section 21000, and regulations promulgated in California Code of Regulations, title 14, chapter 3, beginning with section 15000, requiring state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

**Class I, II, III** – Refers to categories of waste management units regulated pursuant to California Code of Regulations, title 27, for discharges of waste to land.

**Day** - A calendar day unless otherwise specified.

**Designated Waste** – For the purposes of this General Order, designated waste will have the same definition as Water Code section 13173.

**Detention Pond** - An excavated or diked area designed to capture and hold any wastewater.

**Discharge** - The accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying or dumping of wastes into or on any land or water.

**Discharger** - Any person who discharges waste which could affect the quality of waters of the state.

**Geocomposite Liner** - A manufactured material using geotextiles, geogrids, geonets, and/or geomembranes in laminated or composite form.

**Geomembrane** - Flexible materials in planar form manufactured to meet specific engineering purposes. Commonly, they are used as a barrier to waste solids and fluids. The term "geomembrane" is synonymous with "synthetic liner" and "flexible membrane liner."

**Groundwater** - Water below the ground surface that is at or above atmospheric pressure (i.e., perched, unconfined, or confined water).

**Leachate** - Any liquid formed by the drainage of liquids from, or percolation/flow of liquids through any waste.

**Liquid Wastes** - Waste materials which are not spadeable or in a physical state where the waste materials behave sufficiently like a solid to be moved by a spade at normal outdoor temperatures.

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

**Liner** - A material or combination of materials designed, constructed, and maintained to contain any waste.

**National Pollutant Discharge Elimination System (NPDES)** - Refers to the national program under Clean Water Act section 402 (33 U.S.C. § 1342), for regulation of discharges of pollutants from point sources to waters of the United States. Discharges to surface waters are illegal unless authorized by a National Pollutant Discharge Elimination System permit.

**Nonhazardous Solid Waste** - Means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes and other discarded waste (whether of solid or semi-solid consistency); provided that such wastes do not contain wastes which must be managed as hazardous wastes, or wastes which contain soluble pollutants in concentrations which exceed applicable water quality objectives, or could cause degradation of waters of the state (i.e., designated waste).

**Pollution** - Defined in section 13050, subdivision (l) of the Water Code.

**Precipitation** - Is any condensate of atmospheric water vapor and includes hail, mist, rain, sleet, or snow.

**Regional Water Quality Control Board (Regional Water Board)** - All references to a Regional Water Board, include the Executive Officer, who may act for the Regional Water Board in carrying out this General Order. (Wat. Code, § 13050, subd. (b) & § 13223.)

**Residual** - The waste destined for disposal or recycling, and removed from the site.

**Runoff** - Any precipitation, wastewater, or other liquids that drain from any part of a waste management unit.

**Run-on** - Any precipitation, wastewater, or other liquids that drain onto any part of a waste management unit.

**Water Quality Control Plan (Basin Plan)** - Defined in division 7, section 13050, subdivision (j) of the Water Code.

**Wastewater** - Wastewater is water containing wastes from residential, commercial, and industrial processes. Municipal wastewater contains sewage, gray water (e.g., water from sinks and showers), and sometimes industrial wastewater.

**Water Boards** - Refers collectively to the State Water Resources Control Board and the nine Regional Water Quality Control Boards.

**Waste** - Defined in Water Code section 13050, subdivision (d).

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER RELATED WASTES

**Waste Pile** - Pursuant to CCR, title 27, section 20164, waste pile means a waste management unit (Unit) at which only noncontainment, bulk, dry solid waste is discharged and piled for treatment or storage on an engineered liner system that prevents the waste from contacting the underlying land surface. The term does not include a Unit of similar construction which is used for waste disposal (such a Unit would be a landfill).

**Water Quality Objectives** - Defined in Water Code section 13050, subdivision (h).

**Waters of the State** - Defined in Water Code section 13050, subdivision (e).

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES  
ATTACHMENT B – Landfills that can Accept Disaster-Related Waste

Region 1

Landfill	County	Discharger(s)
Central Landfill	Sonoma	Republic Services

Region 2

Landfill	County	Discharger(s)
Potrero Hills Landfill	Solano	Potrero Hills Landfill, Inc.
Redwood Landfill	Marin	Waste Management, Inc.
Clover Flat Landfill	Napa	Clover Flat Disposal Services, Inc.
Keller Canyon Landfill	Contra Costa	Allied Waste Industries
Vasco Road Landfill	Alameda	BFI Waste Systems
Newby Island Landfill	Santa Clara	Allied Waste Industries
Kirby Canyon Landfill	Santa Clara	Waste Management, Inc.
Guadalupe Landfill	Santa Clara	Waste Management, Inc.
Ox Mountain Landfill	San Mateo	Republic Services, Inc.

Region 3

Landfill	County	Discharger(s)
Tajiguas Class III Landfill	Santa Barbara	County of Santa Barbara
Santa Maria Regional Landfill	Santa Barbara	City of Santa Maria
Santa Maria Integrated Waste Management, Los Flores Class III Landfill	Santa Barbara	City of Santa Maria
Cold Canyon Class III Landfill	San Luis Obispo	Waste Connections, Inc.
Chicago Grade Class III Landfill	San Luis Obispo	Chicago Grade Landfill and Recycling, LLC
Paso Robles Class III Landfill	San Luis Obispo	City of Paso Robles



STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

Landfill	County	Discharger(s)
Camp Roberts Class III Landfill	San Luis Obispo	California Army National Guard
Johnson Canyon Road Class III Landfill	Monterey	Salinas Valley Solid Waste Authority
Monterey Peninsula Class III Landfill	Monterey	Monterey Regional Waste Management District
Buena Vista Class III Landfill	Santa Cruz	County of Santa Cruz
City of Watsonville Class III Landfill	Santa Cruz	City of Watsonville
Santa Cruz Resource Recovery Facility	Santa Cruz	City of Santa Cruz
John Smith Road Class III Landfill	San Benito	County of San Benito Integrated Waste Management Department

Region 4

Landfill	County	Discharger(s)
Calabasas Landfill	Los Angeles	County Sanitation Districts of Los Angeles County
Chiquita Canyon Landfill	Los Angeles	Chiquita Canyon, LLC
Savage Canyon Landfill	Los Angeles	City of Whittier
Simi Valley Landfill	Ventura	Waste Management of CA, Inc.
Burbank Landfill	Los Angeles	City of Burbank
Sunshine Canyon Landfill	Los Angeles	Republic Services, Inc.
Toland Road Landfill	Ventura	Ventura Regional Sanitation District

Region 5

Landfill	County	Discharger(s)
Altamont Sanitary Landfill	Alameda	Waste Management of Alameda County
Neal Road Landfill	Butte	Butte County Public Works, Waste Management Division

22

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

Landfill	County	Discharger(s)
Rock Creek Landfill	Calaveras	Calaveras County
American Avenue Landfill	Fresno	County of Fresno
Bakersfield Metro Landfill	Kern	County of Kern
Clean Harbors Buttonwillow Facility	Kern	Clean Harbors Buttonwillow Inc.
Shafter-Wasco Landfill	Kern	County of Kern
Taft Sanitary Landfill	Kern	County of Kern
Waste Management McKittrick Facility	Kern	Waste Management
Avenal Landfill	Kings	City of Avenal
Chem Waste Management - Kettleman	Kings	Chemical Waste Management
East Lake Landfill	Lake	Lake County Public Works Services Department
Fairmead Landfill	Madera	County of Madera
Billy Wright Landfill	Merced	County of Merced
Highway 59 Landfill	Merced	County of Merced
Western Regional Landfill	Placer	Western Placer Waste Management Authority
Kiefer Landfill	Sacramento	County of Sacramento, Department of Waste Management and Recycling
Foothill Sanitary Landfill	San Joaquin	San Joaquin County Department of Public Works
Forward, Inc	San Joaquin	Republic Services
North County Landfill	San Joaquin	San Joaquin County Department of Public Works
Anderson Solid Waste Inc.	Shasta	Anderson Landfill Inc.
West Central Landfill	Shasta	Shasta County Department of Public Works
Hay Road Landfill	Solano	Recology Hay Road
Fink Road Landfill (LF-2)	Stanislaus	Stanislaus County Department of Environmental Resources

23

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

Landfill	County	Discharger(s)
Fink Road Landfill (LF-3)	Stanislaus	Stanislaus County Department of Environmental Resources
Red Bluff Landfill	Tehama	Waste Connections, Inc.
Visalia Landfill	Tulare	Tulare County Solid Waste Management
Central Landfill	Yolo	Yolo County Integrated Waste Management Division
Ostrom Road Landfill	Yuba	Recology Ostrom Road

Region 6

Landfill	County	Discharger(s)
Antelope Valley Public Landfill	Los Angeles	Waste Management of CA, Inc.
Lancaster Landfill	Los Angeles	Waste Management of CA, Inc.
Barstow Landfill	San Bernardino	San Bernardino County Department of Public Works, Solid Waste Management Division
Fort Irwin Landfill	San Bernardino	U.S. Army -Training Center
Victorville Landfill	San Bernardino	San Bernardino County Department of Public Works, Solid Waste Management Division

Region 7

Landfill	County	Discharger(s)
Allied Imperial Landfill	Imperial	Imperial Landfill, Inc.
Landers Landfill	San Bernardino	County of San Bernardino, Solid Waste Management Division

Region 8

Landfill	County	Discharger(s)
Frank R. Bowerman Landfill	Orange	Orange County Waste and Recycling

24

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

Landfill	County	Discharger(s)
Badlands Landfill	Riverside	Riverside County Department of Waste Resources
Lamb Canyon Landfill	Riverside	Riverside County Department of Waste Resources
El Sobrante Landfill	Riverside	Waste Management, Inc.
Mid-Valley Landfill	San Bernardino	San Bernardino County Department of Public Works, Solid Waste Management Division
San Timoteo Landfill	San Bernardino	San Bernardino County Department of Public Works, Solid Waste Management Division
California Street Landfill	San Bernardino	City of Redlands

Region 9

Landfill	County	Discharger(s)
North Chollas Burnsite	San Diego	City of San Diego, Environmental Protection, Environmental Services
Sycamore Landfill	San Diego	Republic Services
Prima Deshecha Materials Recovery Facility	Santa Ana	Orange County Waste & Recycling
Las Pulgas Landfill	San Diego	US Marine Corps-Camp Pendleton

25

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

ATTACHMENT C – NOTICE OF INTENT

State Water Resources Control Board  
Order No. 2020-0004-DWQ

TO COMPLY WITH GENERAL WASTE DISCHARGE REQUIREMENTS FOR  
DISASTER-RELATED WASTES

I. PROPERTY / FACILITY  
INFORMATION

Property/Facility Name: \_\_\_\_\_

Property/Facility Contact: \_\_\_\_\_

Property/Facility Address: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Assessor Parcel Number(s): \_\_\_\_\_

II. PROPERTY / FACILITY OWNER  
INFORMATION

Property/Facility Owner Name: \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

III. PROPERTY / FACILITY OPERATOR  
INFORMATION

Property/Facility Operator Name: \_\_\_\_\_

Operator Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Assessor Parcel Number(s): \_\_\_\_\_

26

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

IV. DESCRIPTION OF DISCHARGE

Describe the discharge (i.e., source(s) of discharge, pollutants of concern, period and frequency, etc.). Use additional pages as needed. Provide a map of the property / facility.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. CERTIFICATION

TO COMPLY WITH GENERAL WASTE DISCHARGE REQUIREMENTS  
FOR DISASTER-RELATED WASTES

I certify, under penalty of law, that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signature (Owner or Authorized Representative) \_\_\_\_\_

Date \_\_\_\_\_

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

Title \_\_\_\_\_

27

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

ATTACHMENT D – NOTICE OF TERMINATION

TO COMPLY WITH GENERAL WASTE DISCHARGE REQUIREMENTS  
FOR DISASTER-RELATED WASTES

I. FINAL WASTE DISPOSAL INFORMATION

Final Disposition of Waste: \_\_\_\_\_

Off-site/Landfill Disposal

On-Site Reuse/Disposal

Off-Site Reuse/Disposal

Other: \_\_\_\_\_

Property Owner/Discharger Name: \_\_\_\_\_

Property Owner/Discharge Contact and  
Title: \_\_\_\_\_

Property Owner/Discharger Mailing  
Address: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Assessor Parcel Number(s): \_\_\_\_\_

Hydrologic Area/Subarea: \_\_\_\_\_

Date(s) Waste Disposed: \_\_\_\_\_

Quantity of Waste Disposed (in cubic yards  
for each disposal date): \_\_\_\_\_

\_\_\_\_\_

Disposal Location(s) (for each disposal  
date): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

28

STATE WATER RESOURCES CONTROL BOARD  
ORDER WQ 2020-0004-DWQ  
GENERAL WASTE DISCHARGE REQUIREMENTS for DISASTER-RELATED WASTES

II. FINAL DISPOSAL CERTIFICATION

I certify, under penalty of law, that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signature (Owner or Authorized Representative) \_\_\_\_\_

Date \_\_\_\_\_

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

Title \_\_\_\_\_

29

## Joint Technical Document (JTD), Section 8.3.5 Fire Prevention and Control



### 8.3.5 Fire Prevention and Control

Section 21600(b)(8)(B) of Title 27 requires that the owners/operators “Describe procedures for handling burning waste and preventing landfill fires.”

Section 20780(a) of Title 27 prohibits “open burning of solid waste” and Section 20780(b) states “If burning wastes are received, they shall be deposited in a safe area and extinguished. If burning wastes have been placed in an active face, they shall be immediately excavated, spread and extinguished.” Section 20695(b) further prohibits disposal of burning material in the fill and specifies procedures for handling burning material and fires that originate within the fill.

The ALRRF administration office, maintenance facility, landfill equipment and vehicles are furnished with suitable fire extinguishers for suppression of minor fires and for personnel safety. Any minor fire occurring on the landfill will be extinguished by landfill personnel using heavy equipment through the placement of soil and/or wetting by a water truck. The ALRRF’s fire fighting procedure is posted in the lunchroom and maintenance facility. The Fire Control Plan (FCP), included in the ALRRF’s Emergency Management and Contingency Plan, contains fire control/prevention procedures (including stripping vegetation along the active landfill perimeter to create a fire break and using equipment fitted with spark arresters). The FCP has been submitted to the Alameda County Fire Department and is maintained in the office building on site. The ALRRF collaborates with the County Fire Marshall in development of appropriate fire prevention and control measures. The FCP details provisions for reporting, containing, and extinguishing fires at the landfill. The FCP covers fires that may occur in the landfill, LFG recovery system, ALRRF structures, surrounding grasslands, and landfill equipment.

### 8.3.6 Dust Control

Section 21600(b)(8)(D) of Title 27 requires that the owners/operators “Describe procedures which will be taken to control and minimize the creation of dust and prevent safety hazards due to obscured visibility.” Section 20800 of Title 27 states that “...the operator shall take adequate measures to minimize the creation of dust and prevent safety hazards to obscured visibility.”

A Dust Control Plan was prepared for the ALRRF and is maintained at the site. The dust control program consists of the following activities: (i) proper maintenance and watering of the haul roads; (ii) improvement of internal haul roads, if applicable; (iii) water spraying of soil cover work areas when conditions exist that may result in the formation of fugitive dust; (iv) promoting the development of surface vegetation on intermediate soil cover areas; and (v) maintaining vegetation cover on completed fill slopes. (Additional discussion of the use of water generated at the ALRRF for dust control is described in Section 8.1.)

## Conditional Use Permit (CUP), Section 4.3.3: Limitation on Acceptance and Disposal of Wastes

Conditions of Approval  
Conditional Use Permit C-5512  
16, 2000  
Page 2

### LIMITATIONS ON ACCEPTANCE AND DISPOSAL OF WASTES

4. In addition to any other limitations in this permit or in any permits or approvals of the Altamont Landfill and Resource Recovery Facility (ALRRF), the operator shall not accept any waste for disposal, except as provided in Conditions No. 4.1 through 4.6, below.
  - 4.1 Limitation on Franchise Waste. The operator shall be permitted to accept for disposal at the ALRRF franchise waste only from Alameda County, the City and County of San Francisco and the City of San Ramon, California subject to the following two conditions:
    - 4.1.1. With respect to franchise waste accepted for disposal from the City and County of San Francisco, during the remaining term of the existing contract for such disposal the City and County of San Francisco must meet the recycling rate requirement specified pursuant to the existing permit for the acceptance of Franchise Waste from San Francisco issued by the ACWMA (ACWMA's Resolution No. 78), (a copy of this recycling rate requirement is attached to this permit as Exhibit "2.") After expiration of the existing contract, the operator may enter into a new contract to accept franchise waste from the City and County of San Francisco if San Francisco is in compliance with the aforementioned recycling rate requirement and any applicable recycling rate requirement of state law.
    - 4.1.2. With respect to franchise waste accepted for disposal from the City of San Ramon, the operator may enter into a contract to accept such waste only if the City of San Ramon demonstrates that it is achieving a recycling rate equal to the average recycling rate achieved by the Cities of Livermore and Pleasanton, provided that such average rate shall be weighted to reflect the respective populations of Livermore and Pleasanton.
  - 4.2 Limitation on Non-Franchise Waste. The operator shall be permitted to accept for disposal at the ALRRF non-franchise waste from Alameda County and the City and County of San Francisco. In addition, the operator shall be permitted to accept for disposal at the ALRRF non-franchise waste specifically covered by Conditions No. 4.3, 4.4 and 4.5 below.
  - 4.3 Sludges, Inert Waste, and Special Waste Prior to ALRRF Expansion. During the continued operation of the ALRRF within the landfill area covered by the conditional use permit CUP-6395 and previous approvals, and prior to the date of the first

Conditions of Approval  
Conditional Use Permit C-5512  
March 6, 2000  
Page 3

deposit of solid waste in the expansion area of the ALRRF authorized by this permit (the "Expansion Date"), sludges, inert waste, and special waste from outside Alameda County and San Francisco may be accepted for disposal at the ALRRF subject to the following provisions:

- 4.3.1. During the calendar years 1999 and 2000, the amount of such waste accepted for disposal at ALRRF shall not exceed an annual tonnage cap of 75,000 tons per year, provided, however, that any unused portion of this annual tonnage cap in either calendar year may be "banked" for potential use during any calendar year after the year 2000 and up to the Expansion Date as provided in Condition No. 4.3.2 below. In each of these calendar years, no more than 12,000 tons of such waste shall be accepted for disposal from outside the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma (the "Nine Bay Area Counties").
- 4.3.2. During each calendar year beginning on January 1, 2001 up until the Expansion Date, the amount of such waste accepted for disposal at ALRRF shall not exceed an annual tonnage cap of 60,000 tons per year, provided, however, that any unused portion of this annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent year up to the Expansion Date, and further provided that the annual tonnage cap may be increased to up to 75,000 tons per year by the use of any tonnage which has been "banked" in any prior calendar year pursuant to this Condition No. 4.3. In each of these calendar years, no more than 7,500 tons of such waste shall be accepted for disposal from outside the Nine Bay Area Counties.
- 4.3.3. Notwithstanding the limitations set forth in Conditions No. 4.3.1 and 4.3.2 above, additional sludges, inert waste, and special waste may be accepted for disposal at ALRRF to the extent that such additional wastes are the result of a "major event" which impacts all or part of Alameda County or the City and County of San Francisco, or both. A "major event" for purposes of this Condition No. 4.3.3 is defined as an event or occurrence which requires substantial additional disposal of sludges, inert wastes or special waste, and which is either (i) a regulatory change or order requiring the collection and disposal of soil, debris or other material from a substantial area such as numerous industrial facilities or public facilities, or (ii) a damaging event or occurrence such as a fire, earthquake, flood, or large explosion, which

destroys or damages structures or facilities over a substantial area. If the "major event" is a regulatory change or order, then review and approval by the Planning Commission shall be required prior to any acceptance of additional waste pursuant to this Condition No. 4.3.3 from outside Alameda County and the City and County of San Francisco. The County shall use its best effort to schedule and conclude the Planning Commission hearing on any such proposed action within thirty (30) days following the operator's application to the County seeking approval of such disposal.

- 4.4 Sludges, Inert Waste, and Special Waste After ALRRF Expansion. After the Expansion Date, the amount of sludges, inert waste, and special waste accepted for disposal at ALRRF from outside Alameda County and San Francisco shall not exceed 25,000 tons per calendar year, and no such waste shall be accepted from outside the Nine Bay Area Counties. The "banking" and "major event" provisions and exceptions set forth in Condition No. 1.3, above, shall not apply after the Expansion Date.
- 4.5 Self-Haul from Contra Costa County. The operator may continue to accept self-haul wastes from Contra Costa County at the ALRRF, up to an annual tonnage cap of 15,000 tons per year prior to the Expansion Date, and up to an annual tonnage cap of 25,000 tons per year after the Expansion Date. Prior to the Expansion Date, any unused portion of the annual tonnage cap in any calendar year may be "banked" for potential use in any subsequent calendar year prior to the Expansion Date, provided that the overall amount of such waste accepted shall not exceed 25,000 tons in any calendar year. This "banking" provision shall not apply after the Expansion Date. Self-haul wastes are defined for purposes of this Condition No. 4.5 to include solid wastes which are self-hauled to the ALRRF by the independent contractor or customer who generates the wastes.
- 4.6 Pro Rata Adjustment of Partial Calendar Years Before and After the Expansion Date. With respect to any partial calendar year immediately before or after the Expansion Date, the applicable tonnage caps shall be a pro rated percentage of the otherwise applicable caps. Minor variances in the pro rated caps for the partial calendar year, if any, prior to the Expansion Date shall be allowed only to the extent the variance is the result of seasonal or periodic fluctuations in the rate of waste disposal, which fluctuations would be consistent with complying with the tonnage cap if the cap applied over an entire calendar year.
- 4.7 No Hazardous, Medical or Radioactive Waste. The Conditions of Approval set forth above are intended to allow for disposal of franchise waste, non-franchise waste and

## Kettleman Hills Facility Class I-Chemical Waste Management Facility Overview

The following pages comprise an excerpt of the Chemical Waste Management, Inc. Kettleman Hills Facility. The complete version is available upon request.

CHEMICAL WASTE MANAGEMENT, INC. – KETTLEMAN HILLS FACILITY

1



Chemical Waste Management, Inc.  
Kettleman Hills Facility



© 2021 WM Intellectual Property Holdings, L.L.C. This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without prior written consent of Waste Management.



REVISED APRIL 2021

This information provides an overview of the facility. This is not a contract and the information may change without notice at WM's sole discretion.

ii

## Table of Contents

### 4 Introduction

### 5 General Information

#### 5 NAME OF FACILITY

#### 5 LOCATION

- 5 Address
- 5 Mailing Address
- 5 Latitude
- 5 Longitude

#### 5 WEBSITE

#### 5 HOURS OF OPERATION

- 5 Business Hours (Operating/Receiving)
- 5 Holidays

#### 5 TECHNICAL SERVICE CENTER (TSC)

#### 5 US EPA ID\*

#### 5 PHONE

- 5 Technical Service Center (Customer Service)
- 5 Main Office

#### 5 FAX

- 5 Administration

#### 5 CONTACTS

- 5 District Manager
- 5 Environmental Manager/Laboratory Manager
- 5 Environmental Manager
- 5 Safety Specialist
- 5 Operations Manager

### 6 Facilities, Design, Construction and Operations

#### 6 FACILITY DESCRIPTION

- 6 Number of Employees

#### 6 SITE HISTORY INCLUDING LANDFILL CELLS

- 7 On-Site Closed Disposal Units
- 7 Plans to Construct Additional Landfills

#### 7 LANDFILL DESIGN REQUIREMENTS

#### 8 LEACHATE COLLECTION AND MANAGEMENT

#### 9 WATER SUPPLY FOR USE AT THE FACILITY

#### 9 HYDROGEOLOGY

#### 10 GROUNDWATER MONITORING PROGRAM

#### 11 AIR QUALITY ASSURANCE

#### 12 STORAGE

- 12 Container
- 12 Bulk Container Storage Units
- 13 Tanks

- 15 Surface Impoundments

- 15 Qualifiers

#### 15 RECEIVING

- 15 Requirements for Shipment Scheduling

- 16 Storage Capacity

- 16 Receiving Waste Loads

#### 17 TRANSPORTATION

- 17 Convenient Transportation Provided

- 17 Transportation EPA Identification Number

- 17 State Agency Issued State Manifest Forms

- 17 Container Shipment Guidelines

- 17 Bottom Dump Vehicles

- 17 Requirements for Bulk Dump Trucks and Roll-Off Boxes

- 17 Requirements for Flatbed Shipments

- 17 Tanker Truck Delivery Requirements

- 17 Van Shipment Requirements

#### 18 HEALTH AND SAFETY

#### 18 SECURITY

- 18 Safety Vision Statement

### 19 Analytical Capabilities and Waste Acceptability

#### 19 ANALYTICAL CAPABILITIES

- 19 Incoming Wastes Sampling and Analyzing

#### 19 WASTE ACCEPTANCE CRITERIA

- 19 Pre-Disposal Requirements

- 19 Generator's Waste Profile Example

- 19 Corroborative Testing

- 19 Types of Analysis Conducted in the Laboratory

- 23 Submittal of Paperwork

- 23 Submission of New Profile or Recertification Paperwork

- 23 Types of Samples Needed for Disposal Approval

- 23 Exceptions to Sample Requirements

- 23 % of Incoming Waste Sampled

- 23 Parameters for Analyses on Sales Samples

- 23 Parameters for Analyses on Incoming Waste

- 24 Acceptance of E&P (Oilfield) Waste

- 24 Acceptance of PCB Wastes

- 24 Rejection of Wastes

#### 24 PROHIBITED AND UNACCEPTABLE WASTE

- 24 Prohibited Waste Streams

#### 24 WASTE ANALYSIS PLAN

REVISED APRIL 2021

This information provides an overview of the facility. This is not a contract and the information may change without notice at WM's sole discretion.

III

## Table of Contents (Continued)

### 25 Services and Treatment Capabilities

- 25 MACROENCAPSULATION
- 25 MICROENCAPSULATION
- 25 PCB/TSCA
- 25 SECURE LANDFILL
- 26 SOLAR EVAPORATION
- 26 SOLIDIFICATION
- 26 STABILIZATION

### 27 Appendices

- 27 REGULATORY & PERMIT
  - 27 Summary of Permits
- 30 TRAINING
  - 30 Hazardous Waste Operations – Employee Training
  - 30 Emergency Response Training
  - 31 Fire/Explosions Protection Training
- 31 FINANCIAL ASSURANCE
  - 31 Financial Assurance Documents
- 41 INSURANCE
  - 41 Sudden and Non-Sudden Accidental Liability Coverage
  - 41 Liability Certificate of Insurance
  - 41 Certificate of Liability Insurance
- 45 COMMUNITY RELATIONS
  - 45 Tours and Audits
- 45 CONTINGENCY PLANS INSURANCE
- 45 SITE MAPS & AERIALS
  - 47 2017 Aerial Photo
- 48 POST CLOSURE MONITORING
- 48 RECORDS & REPORTS
  - 48 Waste Tracking System
- 48 EXHIBITS
- 48 REGULATORY CONTACTS
  - 48 Department of Toxic Substances Control
  - 48 U.S. Environmental Protection Agency
  - 48 Kings County Environmental Health Services
  - 48 Regional Water Quality Control Board
  - 48 San Joaquin Valley Air Pollution Control District



## Introduction

Chemical Waste Management, Inc., the Kettleman Hills Facility, (KHF) is a fully permitted treatment, storage and disposal facility (TSDF) offering hazardous waste and non-hazardous waste management services primarily to customers in the states of California, Nevada, Arizona and Hawaii. The Kettleman Hills Facility offers our clients a wide range of treatment and management capabilities and has significant landfill capacity. The facility is conveniently located 2 miles west of Interstate 5 in Central California, midway between San Francisco and Los Angeles.

The management of hazardous wastes and substances has become increasingly complex over the years and government enforcement actions are prevalent. As the necessity for destruction and secure disposal of wastes increases, so do the regulatory compliance issues concerning these wastes. Customers and potential customers seeking information on the (KHF) facility utilize environmental audits, site surveys, and on-site inspections – all of which are becoming increasingly more detailed.

The purpose of this package is to provide information to generators, customers and potential customers who either use the facility, or are seeking information about the facility.

## General Information

### Name of Facility

Chemical Waste Management, Inc. – Kettleman Hills Facility

### US EPA ID#

CAT000646117

### Location

ADDRESS	MAILING ADDRESS	LATITUDE	LONGITUDE
35251 Old Skyline Road Kettleman City, CA 93239	P.O. Box 471 Kettleman City, CA 93239	36.0082	119.961

### Phone

WESTERN TECHNICAL  
SERVICE CENTER (TSC)  
(559) 834-9151

MAIN OFFICE  
(559) 386-9711

### Website

<https://www.wmsolutions.com/locations/details/id/192>

### Contacts

#### SENIOR DISTRICT MANAGER

Robert Henry  
(559) 386-6195

#### ENVIRONMENTAL MANAGER

Reyna Verdin  
(559) 386 6151

#### OPERATIONS MANAGER

Interim Manager  
(559) 386-6142

#### LABORATORY MANAGER

John Montieth  
(559) 386-6138

### Hours of Operation

#### BUSINESS HOURS (OPERATING/RECEIVING)

Operating hours are from 8:00 am to 6:00 pm, Monday through Friday. Current unit-specific receiving hours are as follows:

Landfill B18 Bulk (Hazardous)	8:00 am to 3:00 pm
Landfill B17 Bulk (Non-Hazardous)	8:00 am to 5:00 pm
Landfill B17 MSW	8:00 am to 6:00 pm
FSU (Stabilization/Solidification)	8:00 am to 3:00 pm
Drums	8:00 am to 3:00 pm
Surface Impoundments	8:00 am to 4:00 pm

The offices of CWM-Kettleman are open Monday through Friday from 8:00 am to 5:00 pm, Pacific Time. Check with the facility for current truck acceptance hours. Special arrangements will be made on a case-by-case basis for weekend acceptance, and late operations can be arranged with prior scheduling.

### Western Technical Service Center (TSC)

KHF observes most federal holidays and the Kettleman facility will normally be closed during these periods. KHF suggests marking the following days on your calendar so that production and waste storage limitations do not present problems: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

*This page intentionally left blank*

**EXHIBIT G1:  
[RESERVED]**



**EXHIBIT G2:  
INITIAL RATES FOR POST-COLLECTION SERVICES**



Processing Services - 2. Organic Materials

	Organic Materials Rates					
	Yard Trimmings		Commercial Food Scraps		Residential Commingled Yard Trimmings and Food Scraps	
	10-Year Term	15-Year Term	10-Year Term	15-Year Term	10-Year Term	15-Year Term
Facility Name	Altamont CASP		Davis Street OMCF		Altamont CASP	
Facility Location	Livermore, CA		San Leandro, CA		Livermore, CA	
Contractor component for processing services (\$/ton)	\$80.00	\$80.00	\$180.00	\$180.00	\$88.00	\$88.00
Processing Facility Regulatory Fees & Taxes (list separately)						
1. N/A						
2.						
3.						
4.						
5.						
6.						
Total Regulatory Fees (\$/ton)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Processing Cost (\$/ton)	\$80.00	\$80.00	\$180.00	\$180.00	\$88.00	\$88.00
Revenues from the Sale of Materials (\$/ton) (Show as Negative Value)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total proposed rate (\$/ton)	\$80.00	\$80.00	\$180.00	\$180.00	\$88.00	\$88.00
Average vehicle turnaround time at transfer station (minutes)	30	30	30	30	30	30
Stand-by rate (\$ per hour)	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00

Processing Services - 3. Construction and Demolition

	Construction and Demolition Debris Rates									
	Mixed		Source-Separated (lowest rate) Concrete		Source-Separated Wood		Source-Separated		Source-Separated	
	10-Year Term	15-Year Term	10-Year Term	15-Year Term	10-Year Term	15-Year Term	10-Year Term	15-Year Term	10-Year Term	15-Year Term
Facility Name	Davis St. MRF		Davis St. MRF		Davis St. MRF					
Facility Location	San Leandro, CA		San Leandro, CA		San Leandro, CA					
Contractor component for processing services (\$/ton)	\$204.62	\$204.62	\$89.62	\$89.62	\$109.62	\$109.62				
Processing Facility Regulatory Fees & Taxes (list separately)										
1.										
2.										
3. Alameda County LEA Fee	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38				
4.										
5.										
6.										
Total Regulatory Fees (\$/ton)	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00
Total Processing Cost (\$/ton)	\$205.00	\$205.00	\$90.00	\$90.00	\$110.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues from the Sale of Materials (\$/ton) (Show as Negative Value)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Total proposed rate (\$/ton)	\$205.00	\$205.00	\$90.00	\$90.00	\$110.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00
Average vehicle turnaround time at transfer station (minutes)	30	30	30	30	30	30				
Stand-by rate (\$ per hour)	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00				

Disposal Services - 1. MSW

	MSW Disposal Service Rate	
	Disposal	
	10-Year Term	15-Year Term
Contractor component (\$/ton)	\$33.40	\$33.40
Government component		
1. State of CA AB939	\$1.40	\$1.40
2. State Water Board Fee	\$0.05	\$0.05
3. Alameda County LEA Inspection	\$0.38	\$0.38
4. Alameda County Facility Fee	\$4.34	\$4.34
5. Alameda County HHW	\$2.15	\$2.15
6. Alameda County Planning & Transport Fee	\$0.16	\$0.16
7. Alameda County Measure D	\$8.23	\$8.23
8. Alameda County Open Space & Recy. (CUP)	\$2.41	\$2.41
9. City of Livermore Business Tax	\$0.95	\$0.95
10.		
11.		
12.		
13.		
14.		
15.		
Subtotal government component (\$/ton)	\$20.07	\$20.07
Total proposed rate (\$/ton)	\$53.47	\$53.47
Average vehicle turnaround time at the landfill (minutes)	30	30
Stand-by rate (\$ per hour)	\$0.00	\$0.00

This page intentionally left blank

**EXHIBIT G3:  
[RESERVED]**



**EXHIBIT G4:  
[RESERVED]**



**EXHIBIT G5:  
APPROVED SUBCONTRACTORS AND SECONDARY  
PROCESSING FACILITIES**



## **EXHIBIT G5 APPROVED SUBCONTRACTORS**

In accordance with Section 3.3 of the Agreement, the City has approved the following Subcontractors to manage the specified services and otherwise assist the Contractor in the performance of the requirements of this Agreement.

<b>Approved Facility or Subcontractor</b>	<b>Services</b>
Bio-Fuels Systems, Inc.	Organic Materials Processing at the Altamont CASP
Zero Waste Energy @Davis Street, an Urbaser Project, LLC.	Organic Materials Processing at Davis Street Resource Recovery Complex and Transfer Station

*This page intentionally left blank*

**EXHIBIT G6:  
CONTRACTOR'S PROPOSED TONNAGE AND  
RESIDUE ALLOCATION PLAN**



**EXHIBIT G6**  
**CONTRACTOR'S PROPOSED TONNAGE AND RESIDUE ALLOCATION**  
**PLAN**

San Leandro residue will be based on the facility residue rate. For example, if the WMAC processing facility receives 10,000 tons of organic material in a particular year, and generates 500 tons of residue during such year, the facility residue rate would be 5%. The residue rate for material received from San Leandro would be 5% for that year.

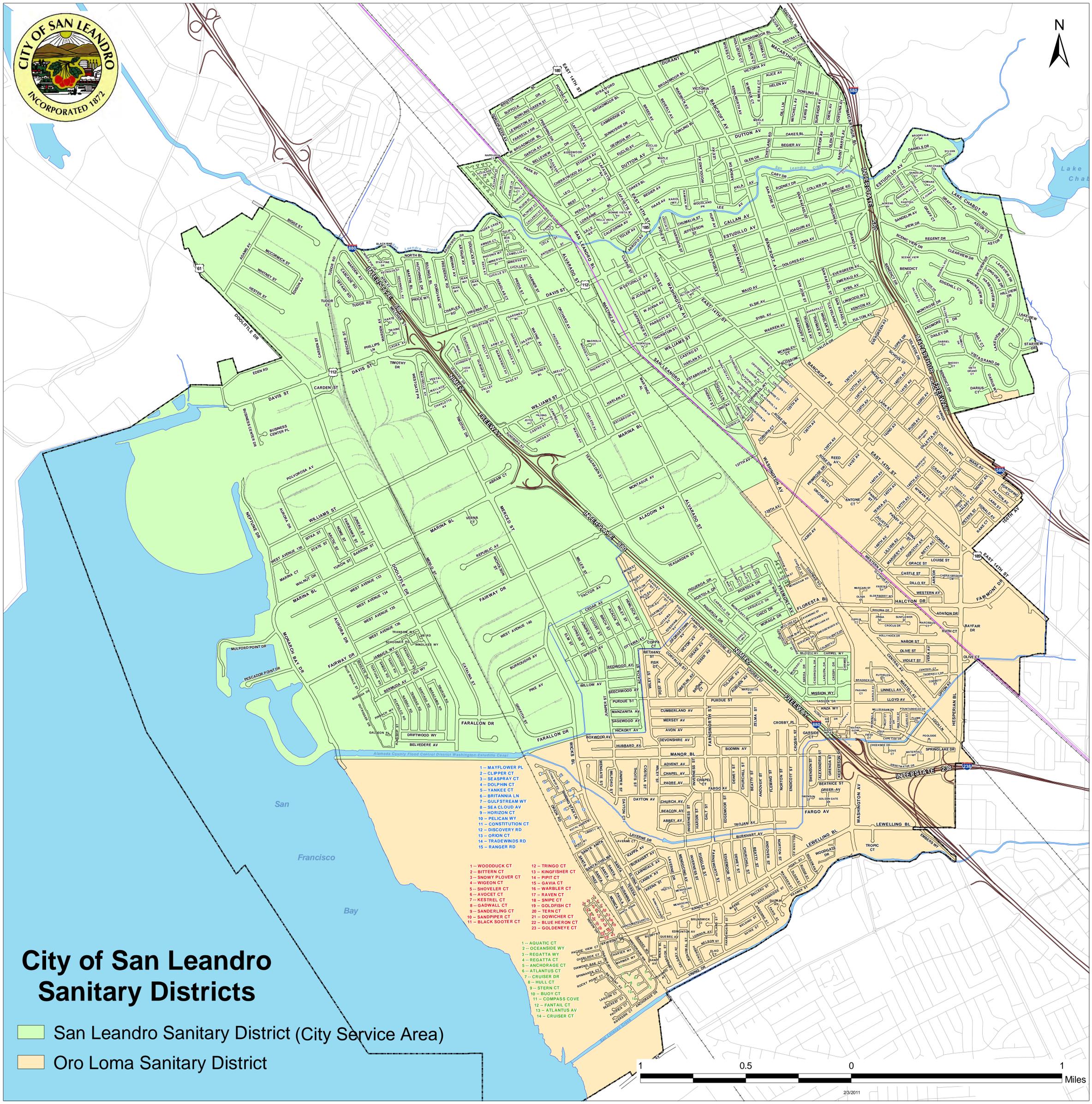
*This page intentionally left blank*

**EXHIBIT H:  
PERFORMANCE BOND**



**EXHIBIT I:  
MAP OF CITY SERVICE AREA**





- 1 - MAYFLOWER PL
- 2 - CLIPPER CT
- 3 - SEASPRAY CT
- 4 - DOLPHIN CT
- 5 - YANKEE CT
- 6 - BRITANNIA LN
- 7 - GULFSTREAM WY
- 8 - SEA CLOUD AV
- 9 - HORIZON CT
- 10 - PELICAN WY
- 11 - CONSTITUTION CT
- 12 - DISCOVERY RD
- 13 - ORION CT
- 14 - TRADEWINDS RD
- 15 - RANGER RD

- 1 - WOODDUCK CT
- 2 - BITTERN CT
- 3 - SNOWY PLOVER CT
- 4 - WIGGON CT
- 5 - SHOVELER CT
- 6 - AVOCET CT
- 7 - KESTREL CT
- 8 - GADWALL CT
- 9 - SANDERLING CT
- 10 - SANDPIPER CT
- 11 - BLACK SOOTER CT

- 12 - TRINGO CT
- 13 - KINGFISHER CT
- 14 - PIPIT CT
- 15 - GAVIA CT
- 16 - WARBLER CT
- 17 - RAVEN CT
- 18 - SNIBE CT
- 19 - GOLDFISH CT
- 20 - TERN CT
- 21 - DOWICHER CT
- 22 - BLUE HERON CT
- 23 - GOLDENEYE CT

- 1 - AQUATIC CT
- 2 - OCEANSIDE WY
- 3 - REGATTA WY
- 4 - REGATTA CT
- 5 - ANCHORAGE CT
- 6 - ATLANTUS CT
- 7 - CRUISER DR
- 8 - HULL CT
- 9 - STERN CT
- 10 - BUOY CT
- 11 - COMPASS COVE
- 12 - FANTAIL CT
- 13 - ATLANTUS AV
- 14 - CRUISER CT

# City of San Leandro Sanitary Districts

- San Leandro Sanitary District (City Service Area)
- Oro Loma Sanitary District

