

Mt. Diablo Recycling Exhibits A-K

Exhibit A
Reporting Requirements

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EXHIBIT A

REPORTING REQUIREMENTS

1. GENERAL

Contractor shall prepare and submit monthly, quarterly, and annual reports to the CCCSWA as provided below. Contractor may propose report formats that are responsive to the objectives and audiences for each report. With written direction from the CCCSWA, the reports to be maintained and provided by Contractor may be adjusted in number, format, or frequency. Contractor agrees to e-mail all reports to the CCCSWA (or submit reports in another digital format in the event e-mail communications are unsuccessful). At CCCSWA's request, Contractor shall use standardized reporting forms provided by CCCSWA or an electronic reporting system specified by the CCCSWA. Each report shall present the required data separately for each Member Agency and in total for the CCCSWA Service Area. Each report shall include a certification statement by the responsible Contractor official that, under penalty of perjury, the report being submitted is true and correct to the best knowledge of the responsible official after their reasonable inquiry.

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

- Evaluate the financial efficacy of operations.
- Evaluate past and expected progress towards achieving the CCCSWA's Diversion goals and objectives.
- Provide concise and comprehensive program information and metrics.
- Determine needs for adjustments to programs.
- Allocate Processing costs and revenues.
- Provide information that is needed by the CCCSWA for the purpose of fulfilling its State reporting requirements pursuant to AB 939, SB 1016, and AB 314.

All reports shall be e-mailed or submitted to:

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

2. MONTHLY TONNAGE REPORTS

Contractor shall submit the monthly reports within fifteen (15) Days after the end of the reporting month. The monthly tonnage reports shall be presented by Contractor to show the following information for each month. In addition, each monthly report shall show the monthly data for the past twelve (12) months and the total for the prior twelve (12) months.

- Tonnage of Recyclable Materials Accepted at the Approved Trans-Load Facility

- Tonnage of Recyclable Materials Transported to and Processed at the Approved Recyclable Materials Processing Facility (and explanation if different than the Tonnage Accepted at the Approved Trans-Load Facility)
- Tonnage of Recyclable Materials Diverted
- Tonnage of Residue Disposed and Residue level
- Total units of Used Oil and Used Oil Filters Accepted

3. ANNUAL REPORT CONTENT

Contractor shall submit the annual reports no later than March 15 for the Rate Year ending the last day of February. The annual report shall include all the monthly report information plus the following additional information.

A. Summary Assessment

Provide a summary assessment of the Services performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor's Diversion goals. Provide recommendations and plans to improve. Highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by the Contractor in the State.

B. Recyclables Markets

Contractor shall include a listing of markets for Recyclable Materials and the end use of these materials. This type of information is intended to help the CCCSWA gauge the sustainability of Recycling markets.

C. Tonnage Allocation Report

Contractor shall provide an allocation report that identifies how Tonnage Accepted and Processed is allocated to each Member Agency.

4. ANNUAL STATE REPORTING

CCCSWA is required to submit annual reports to CalRecycle in accordance with CalRecycle's Electronic Annual Report (EAR) reflecting requirements of AB 939 and Senate Bill 1016 (Wiggins, Chapter 343, Statutes of 2008). Contractor shall provide Tonnage, material volume, and program information to support the CCCSWA in its annual reporting efforts. CCCSWA and Contractor shall work together to finalize the information to be provided, the format of the information, and the frequency and timing of Contractor's reporting.

Exhibit B
Performance Standards and Liquidated Damages

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EXHIBIT B

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Contractor may be assessed Liquidated Damages in the event Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement. Refer to Section 11.9 of the Agreement for procedures for assessing Liquidated Damages.

Performance Area No. 1: Operations	
1.	<u>Discourteous Behavior.</u> For each occurrence of discourteous behavior by a Contractor or Subcontractor employee: \$150.00 per incident
2.	<u>Unauthorized Hours.</u> For each occurrence of Contractor's failure to operate the Approved Trans-Load Facility during receiving hours specified in Section 6.2.A : \$250.00 per hour(assess in 15-minute increments)
3.	<u>Excessive Vehicle Turnaround Time.</u> For each minute in excess of the Maximum Vehicle Turnaround Time: \$5.00 per Load, where the number of Loads shall be equal to the number of Loads received during the week in which the Maximum Vehicle Turnaround Time was exceeded and where the Maximum Vehicle Turnaround Time shall be determined for a given week in which a week shall include the five (5) most recently completed Days of Facility operations
4.	<u>Vehicle Non-compliance.</u> Failure to have a vehicle properly licensed, registered and inspected: \$500.00 per Day per incident
5.	<u>Excessive Transfer Vehicle Loading.</u> Exceeding the weight limitations as set forth in the State of California Vehicle Code: \$100.00 per incident
6.	<u>Invalid Driver License.</u> Failure to have a vehicle driver properly licensed: \$500 per incident or \$100 per Day, whichever is greater
7.	<u>Mixing of Material Types.</u> For each Load of Recyclable Materials that is Transported by Contractor in a vehicle with a different material type resulting in a mixing of one or more material types (e.g. mixing Recyclable Materials with Solid Waste or Organic Materials): \$500.00 per Load
8.	<u>Unauthorized Facilities.</u> For each individual occurrence of Delivering Recyclable Materials to a Facility other than the Approved Recyclable Materials Processing Facility or Delivering Residue to a Facility other than the Designated Disposal Facility: \$500.00 per Ton

9. Unauthorized Disposal. For each individual occurrence of Disposal rather than Processing and Marketing of Recyclable Materials: \$500.00 per Ton
10. Excessive Residue. Failure to meet the Residue level requirements for Processing of Recyclable Materials pursuant to Section 5.5.D: \$100 per Ton

Performance Area No. 2: Reporting and Other Requirements

1. Late Reporting. For each Day after a due date as specified in this Agreement, that any monthly report or other report other than an annual report is submitted: \$100.00
2. Late Annual Reporting. For each Day after a due date as specified in this Agreement, that any annual report is submitted: \$500.00
3. Incomplete Records. For each occurrence of CCCSWA requesting information required to be maintained by Contractor where Contractor fails to provide such information: \$500.00 per event
4. Incomplete or Inaccurate Information. For each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to CCCSWA under or in regard to this Agreement. (Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.): \$500.00 per event
5. Fraudulent Records. Upon clear and convincing evidence, keeping and/or providing fraudulent records with regard to Recyclable Materials and Residue Tonnage reporting: \$20,000 per incident
6. Other Failures. For each failure to perform any obligation of the Agreement not specifically stated in this Exhibit B herein: \$100.00 per incident

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

Initial Here: MRH

CCCSWA

Initial Here: KSB

Exhibit C
Corporate Guaranty

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EXHIBIT C

CORPORATE GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the [16] day of [May], 2014, by Garaventa Enterprises, Inc., ("Guarantor"), to the CENTRAL CONTRA COSTA SOLID WASTE MANAGEMENT AUTHORITY, a Joint Powers Authority ("CCCSWA").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Mt. Diablo Paper Stock, Inc. dba Mt. Diablo Recycling ("Contractor") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by Guarantor.

B. Guarantor is a corporation organized under the laws of the State of California.

C. Contractor and CCCSWA have negotiated an Agreement for Recyclable Materials Transfer, Transport, Processing, and Diversion Services (such agreement, as it may be amended, modified or waived from time to time, the "Agreement"), under which Contractor is to provide specified services to CCCSWA. A copy of this Agreement is attached hereto and incorporated herein by this reference.

D. It is a requirement of the Agreement, and a condition to CCCSWA's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

E. Guarantor is providing this Guaranty to induce CCCSWA to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to CCCSWA the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms or conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees prompt payment to CCCSWA of each and every sum due from Contractor to CCCSWA under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the Contractor under the Agreement.

2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditioned upon the genuineness, validity, regularity or enforceability of the Agreement.

3. **Waivers and Subordination.** The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver

of any provision of the Agreement or the extension of its Term; (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of CCCSWA's rights or remedies against Contractor; or (5) any merger or consolidation of the Contractor with any other organization, or any sale, lease or transfer of any or all the assets of the Contractor.

The Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809, 2815, 2819, 2845, 2849 and 2850, and all other rights permitted to be waived by Section 2856(a) including, without limitation, the right to require CCCSWA to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral CCCSWA may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agree that CCCSWA may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral CCCSWA may hold now or hereafter hold. CCCSWA may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing CCCSWA's rights and remedies in enforcing this Guarantee.

The Guarantor hereby waives and agrees to waive at any future time at the request of CCCSWA, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require CCCSWA's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by Contractor.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from CCCSWA as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The Guarantor expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by Guarantor of the obligations of Contractor guaranteed hereby, until such time as CCCSWA receives payment or performance in full of all such obligations.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by CCCSWA of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by CCCSWA against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

5. **No Waivers by CCCSWA.** No delay on the part of CCCSWA in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of CCCSWA to take other or further action without notice or demand. No modification or waiver by CCCSWA of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by CCCSWA and by Guarantor, nor shall any waiver by CCCSWA be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by CCCSWA in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by CCCSWA to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

Joseph Garaventa, Chief Executive Officer
Garaventa Enterprises, Inc.
P.O. Box 5397
Concord, CA 94524

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding on Successors.** This Guaranty shall inure to the benefit of CCCSWA and its successors and shall be binding upon Guarantor and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

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

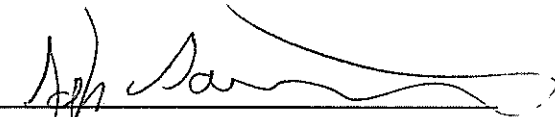
To CCCSWA: Executive Director
 Central Contra Costa Solid Waste Authority
 1850 Mt. Diablo Boulevard, Suite 320
 Walnut Creek, CA 94596
 (925) 906-1801

To Guarantor: Joseph Garaventa, Chief Executive Officer
 Garaventa Enterprises, Inc.
 P.O. Box 5397
 Concord, CA 94524


The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

Garaventa Enterprises, Inc.

By: 

Joseph Garaventa
Chief Executive Officer

By: 

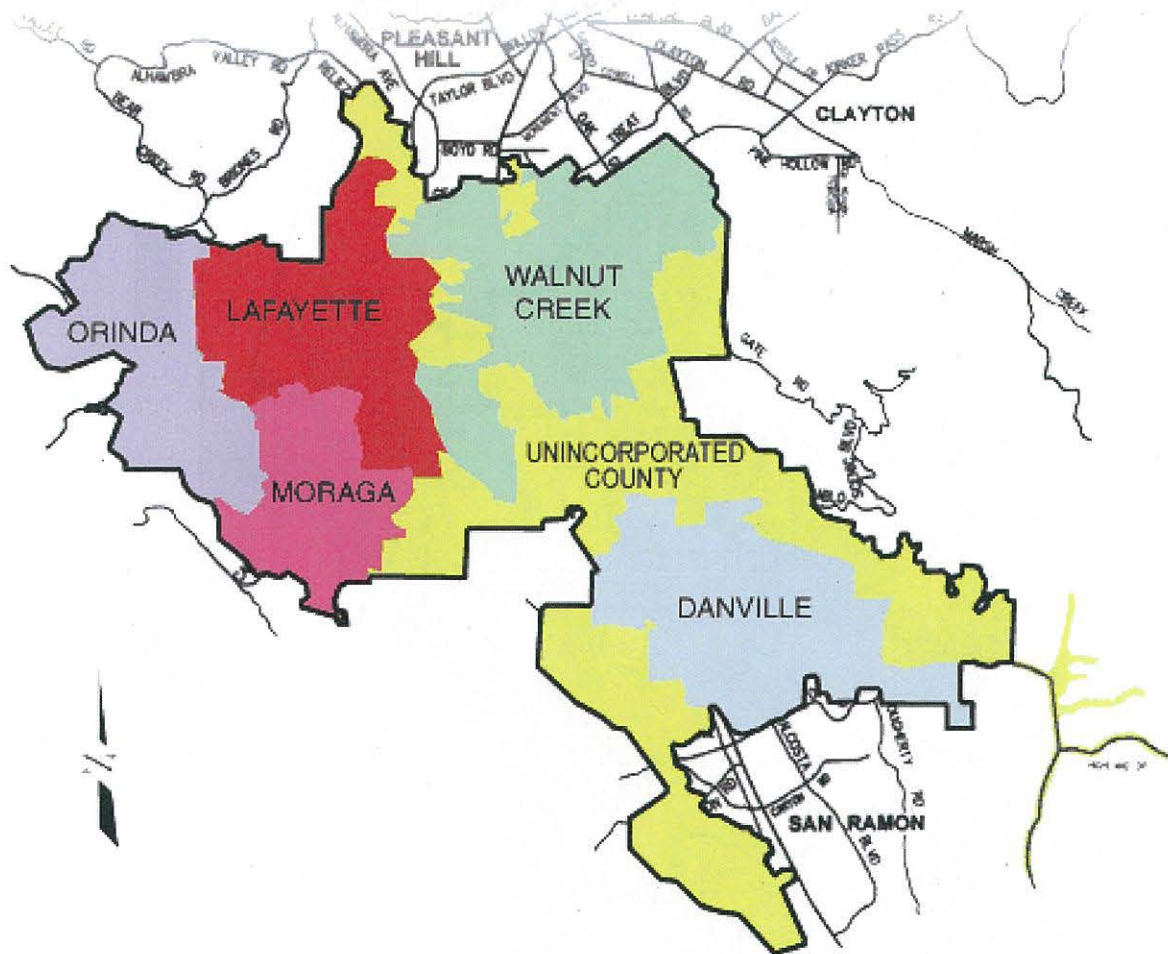
Clark Clovis
Corporate Secretary

Exhibit D
Map of the Service Area

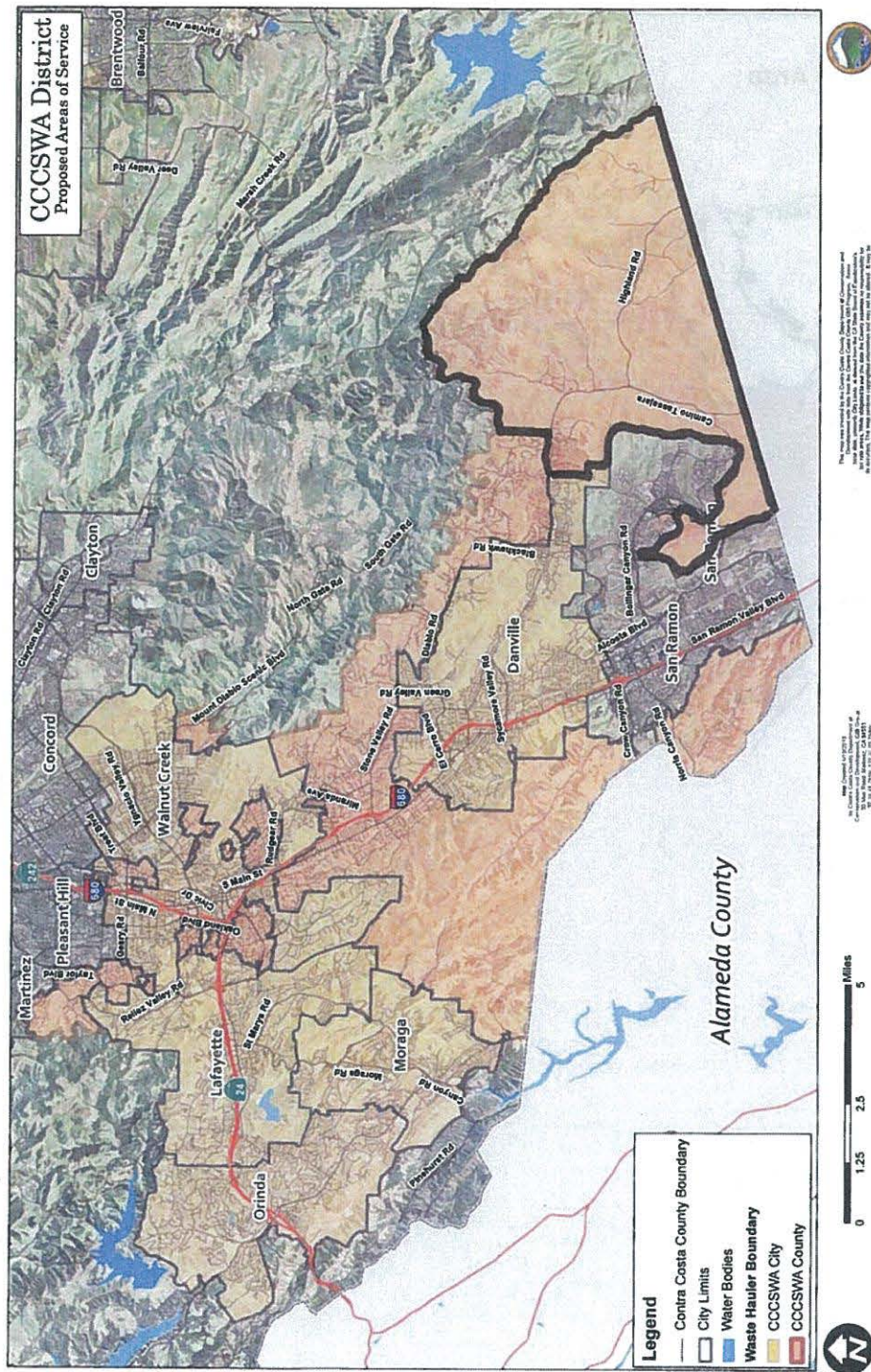
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EXHIBIT D MAP OF SERVICE AREA

Current Service Area

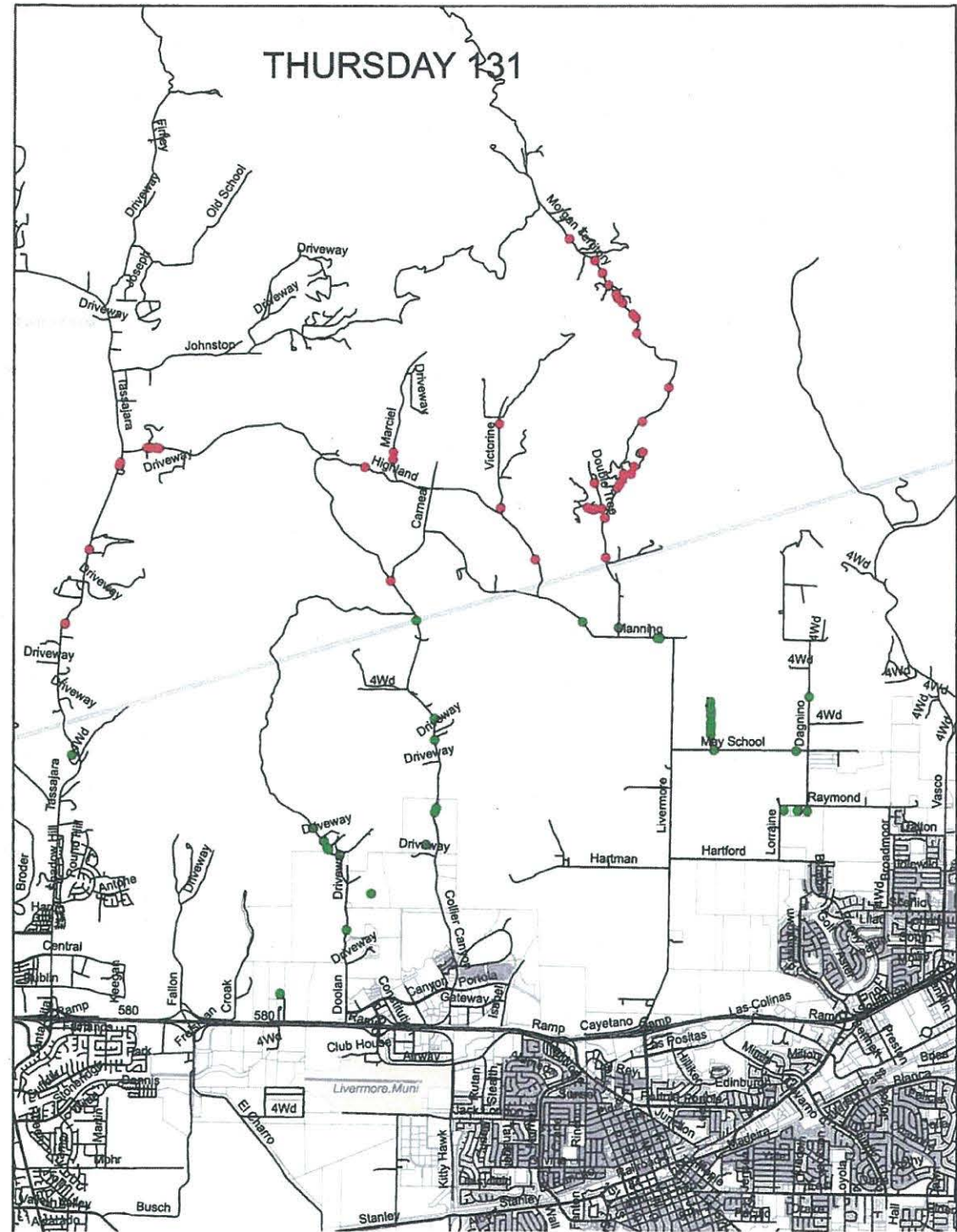


Rural County Area - Expanded Service Area as of August 1, 2013



Expansion Area Account Information

Note: This map may not show all accounts



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Exhibit E
List of Recyclable Materials

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EXHIBIT E

LIST OF RECYCLABLE MATERIALS

Paper

Paperback books
Boxes, packages
Carbonless paper
Cardboard (must fit in cart)
Catalogs
Colored & construction paper
Computer paper
Copy paper
Coupons
Detergent boxes
Egg cartons (paper only-no Styrofoam)
Envelopes with metal clasps
Envelopes (plastic windows OK)
Gift wrap (non-metallic)
Junk mail
Magazines
Manila folders
Newspapers and inserts
Office paper
Paper bags
Paper packaging with remnant tape
Paperboard boxes (cereal & shoe boxes)
Paper towel and toilet paper tubes
Pet food bags
Post-its
Shredded paper (placed in a paper bag)
Telephone books
Tissue paper (gift type)

Metal

Aluminum cans
Aluminum foil (clean)
Aluminum pie plates
Cookie sheets
CRV beverage cans
Food cans (clean)
Pet food cans
Steel cans
Scrap metal

Glass

Rinsed; all colors; lids, caps
Bottles
CRV beverage containers
Jars

Plastic

Containers only; empty; rinsed
Plastics #1 to #7
Rigid plastics
Plastic bags
Baby wipes containers
Bleach bottles
Buckets without handles
CRV beverage containers (soda, water, juice)
Detergent bottles
Food containers (no Styrofoam)
Household cleaning containers (empty)
Lids and caps
Milk jugs
Prescription bottles (empty)
Salad dressing bottles (rinsed)
Shampoo and conditioning bottles
Tub containers
Water jugs

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Exhibit F
Contractor's Proposal

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March 13, 2014

VIA EMAIL:

Paul Morsen
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Boulevard, Suite 320
Walnut Creek, California 94556

Re: RFP Proposal for New Franchise Agreement for Processing of Recyclable Materials

Honorable Chairperson Andersen and Members of the Board of Directors:

Mt. Diablo Recycling ("MDR") is a local, family owned company which provides processing services for residential and commercial recyclable materials for numerous governmental and private entities in Northern California. MDR is a one hundred percent (100%) fully permitted, centrally located facility in Contra Costa County in the City of Pittsburg. Using private funding sources, MDR designed and constructed a state of the art processing facility to serve the recycling needs of Contra Costa County. Through the use of advanced modern equipment, technology and operating procedures, MDR historically recycles 95% of all material delivered to its facility resulting in an approximate 5% residual garbage rate, which is far below state mandated requirements of 10%. Without any changes, additions, or further permitting requirements, MDR has the capacity ("today") to process all of the residential and commercial recyclable material collected within the CCCSWA boundaries.

MDR is proud to hire local workers and to pay all of its workers a living wage including generous health, welfare and retirement benefits. Additionally, MDR has committed to offer employment to all of the displaced employees of the current recycling providers. Furthermore, MDR will provide its education center and facility for a minimum of 20 educational tours annually in order to familiarize residents, business operators and school children with the benefits and techniques of recycling.



reduce • reuse • recycle • respect • recover
www.MtDiabloRecycling.com

MDR respectfully submits its formal and final proposal, which is more specifically set forth in the attached exhibits which are incorporated herein by the reference as if set forth at length. MDR wishes to thank the CCCSWA Board, staff and HF&H for its courtesies and cooperation in this process and consideration of our proposal. If you have any questions, need clarifications or additional information, please feel free to directly contact our General Manager, Jim Nejedly at (925) 383-7058.

Mt. Diablo Recycling

By: 
Joseph Garaventa
Chief Executive Officer
Garaventa Enterprises, Inc.

CC: Tracy Swanborn – HF&H Consultants, LLC
Jim Nejedly – Mt. Diablo Recycling

Attachments:

Attachment A - Completed Final Offer Form
Attachment B - 5-years of historical commodity revenue
Attachment C - Description of reuse program
Attachment D - Description of battery collection program
Attachment E - Detailed annual cost estimate for the reuse program
Attachment F - Detailed annual cost estimate for the battery collection retail drop-off program

ATTACHMENT A **FINAL OFFER FORM FOR RECYCLABLES** **PROCESSING SERVICES**

Revenue Payment Proposal for Recyclable Materials Processing Services

	All Recyclable Materials	Residential Recyclables Only	Commercial Recyclables Only
	Proposed Amount (\$/ton)	Proposed Amount (\$/ton)	Proposed Amount (\$/ton)
Scenario 1: Proposed Fixed Revenue Payments to CCCSWA			
Guaranteed Payment	\$ <u>55.00</u> / ton	\$ <u>51.00</u> / ton	\$ <u>10.00</u> / ton
Scenario 2: Proposed Revenue Sharing Arrangement			
A. Guaranteed base revenue payment	\$ <u>32.50</u> / ton	\$ <u>32.50</u> / ton	\$ <u>5.00</u> / ton
B. Threshold above which CCCSWA and contractor share revenue 50/50	\$ <u>125.00</u> / ton	\$ <u>127.50</u> / ton	\$ <u>105.00</u> / ton

Proposed Annual Program Costs

Program Costs	Proposed Annual Cost
Reuse/clean-up program	\$ <u>1,052,785.70</u> /yr
Battery collection from retail drop-offs program	\$ <u>74,725.58</u> /yr
Total	\$ <u>1,127,511.28</u> /yr

2009 - REVENUES RECEIVED FROM THE SALE OF RECYCLABLES

LIST OF COMMODITIES SOLD	AVERAGE ANNUAL PRICE PER TON RECEIVED FROM THE SALE OF EACH COMMODITY	ANNUAL TONS SOLD BY COMMODITY	TOTAL ANNUAL SCRAP REVENUES RECEIVED FOR EACH COMMODITY
1-7 Food Containers	\$61.63	198.16	\$12,213.55
Alum Foil	N/A	0.00	\$0.00
Alumunim	\$998.39	92.57	\$92,420.60
Amber-Glass Scrap	\$32.00	118.16	\$3,781.12
Clr/Flint-Glass Scrap	\$41.00	162.36	\$6,656.76
Green-Glass Scrap	\$32.00	174.73	\$5,591.36
Hdpe Colored	\$248.08	203.63	\$50,516.10
Hdpe Natural	\$471.68	129.80	\$61,224.30
Ldpe-Mixed Plastic Bags	\$44.28	214.52	\$9,499.95
Metal	\$188.70	64.98	\$12,262.03
Mixed Glass Scrap	\$0.00	3,329.18	\$0.00
Mixed Paper	\$86.45	3,379.01	\$292,131.46
News	\$99.35	7,484.88	\$743,644.95
OCC	\$105.15	8,406.66	\$883,998.47
Office Pack #2	\$134.01	337.34	\$45,206.72
Overs	N/A	0.00	\$0.00
PET	\$328.40	322.65	\$105,959.44
Rigid Plastic	\$99.22	130.78	\$12,976.60
Scrap Aluminum	N/A	0.00	\$0.00
Tin	\$71.63	284.93	\$20,410.78
Waxed Boxes	N/A	0.00	\$0.00
TOTAL SCRAP REVENUE			\$2,358,494.19
STATE REVENUES			\$1,132,638.34
TOTAL GROSS REVENUES*			\$3,491,132.53
TOTAL GROSS REVENUES			\$3,491,132.53
TOTAL TONS			25,034.34
AVERAGE REVENUE PER TON			\$139.45

*Total Gross revenues include all revenues from the sale of materials, quality incentive payments (QIP), and all payments related to CRV including processing, admin, and other CRV payments. The costs associated with transportation of materials to market/end-users are excluded from the Total Gross revenue number.

2010 - REVENUES RECEIVED FROM THE SALE OF RECYCLABLES

LIST OF COMMODITIES SOLD	AVERAGE ANNUAL PRICE PER TON RECEIVED FROM THE SALE OF EACH COMMODITY	ANNUAL TONS SOLD BY COMMODITY	TOTAL ANNUAL SCRAP REVENUES RECEIVED FOR EACH COMMODITY
1-7 Food Containers	\$119.56	266.56	\$31,869.60
Alum Foil	N/A	0.00	\$0.00
Alumunim	\$1,360.30	91.98	\$125,120.40
Amber-Glass Scrap	\$32.00	87.02	\$2,784.64
Clr/Flint-Glass Scrap	\$41.00	134.99	\$5,534.59
Green-Glass Scrap	\$32.00	192.37	\$6,155.84
Hdpe Colored	\$334.80	244.50	\$81,858.55
Hdpe Natural	\$516.91	133.35	\$68,930.20
Ldpe-Mixed Plastic Bags	\$25.27	460.33	\$11,631.80
Metal	\$1,339.61	88.68	\$118,796.64
Mixed Glass Scrap	\$0.00	3,982.12	\$0.00
Mixed Paper	\$114.49	4,253.84	\$487,016.03
News	\$133.36	9,203.16	\$1,227,297.35
OCC	\$175.78	8,840.45	\$1,553,972.86
Office Pack #2	\$220.10	300.97	\$66,244.85
Overs	\$0.00	93.17	\$0.00
PET	\$485.18	326.49	\$158,405.40
Rigid Plastic	\$150.26	686.56	\$103,159.77
Scrap Aluminum	N/A	0.00	\$0.00
Tin	\$168.60	407.06	\$68,632.22
Waxed Boxes	\$145.00	23.48	\$3,404.60
TOTAL SCRAP REVENUE			\$4,120,815.34
STATE REVENUES			\$1,431,844.93
TOTAL GROSS REVENUES*			\$5,552,660.27
TOTAL GROSS REVENUES			\$5,552,660.27
TOTAL TONS			29,817.08
AVERAGE REVENUE PER TON			\$186.22

*Total Gross revenues include all revenues from the sale of materials, quality incentive payments (QIP), and all payments related to CRV including processing, admin, and other CRV payments. The costs associated with transportation of materials to market/end-users are excluded from the Total Gross revenue number.

2011 - REVENUES RECEIVED FROM THE SALE OF RECYCLABLES

LIST OF COMMODITIES SOLD	AVERAGE ANNUAL PRICE PER TON RECEIVED FROM THE SALE OF EACH COMMODITY	ANNUAL TONS SOLD BY COMMODITY	TOTAL ANNUAL SCRAP REVENUES RECEIVED FOR EACH COMMODITY
1-7 Food Containers	\$182.03	437.34	\$79,610.80
Alum Foil	\$438.05	36.03	\$15,783.00
Alumunim	\$1,443.62	150.19	\$216,817.00
Amber-Glass Scrap	\$32.00	62.38	\$1,996.16
Clr/Flint-Glass Scrap	\$41.00	83.31	\$3,415.71
Green-Glass Scrap	\$32.00	137.52	\$4,400.64
Hdpe Colored	\$449.56	305.56	\$137,367.60
Hdpe Natural	\$620.71	196.59	\$122,024.90
Ldpe-Mixed Plastic Bags	\$28.52	742.20	\$21,164.80
Metal	\$952.86	446.21	\$425,174.10
Mixed Glass Scrap	\$1.77	5,313.66	\$9,412.05
Mixed Paper	\$170.13	5,975.98	\$1,016,673.87
News	\$175.56	8,812.47	\$1,547,115.34
OCC	\$204.14	8,358.32	\$1,706,270.55
Office Pack #2	\$239.02	159.89	\$38,216.38
Overs	\$25.00	933.44	\$23,336.00
PET	\$697.84	436.34	\$304,496.57
Rigid Plastic	\$192.60	720.53	\$138,776.55
Scrap Aluminum	N/A	0.00	\$0.00
Tin	\$233.00	510.98	\$119,059.41
Waxed Boxes	\$145.00	21.86	\$3,169.70
TOTAL SCRAP REVENUE			\$5,934,281.13
STATE REVENUES			\$1,788,572.25
TOTAL GROSS REVENUES*			\$7,722,853.38
TOTAL GROSS REVENUES			\$7,722,853.38
TOTAL TONS			33,840.80
AVERAGE REVENUE PER TON			\$228.21

*Total Gross revenues include all revenues from the sale of materials, quality incentive payments (QIP), and all payments related to CRV including processing, admin, and other CRV payments. The costs associated with transportation of materials to market/end-users are excluded from the Total Gross revenue number.

2012 - REVENUES RECEIVED FROM THE SALE OF RECYCLABLES

LIST OF COMMODITIES SOLD	AVERAGE ANNUAL PRICE PER TON RECEIVED FROM THE SALE OF EACH COMMODITY	ANNUAL TONS SOLD BY COMMODITY	TOTAL ANNUAL SCRAP REVENUES RECEIVED FOR EACH COMMODITY
1-7 Food Containers	\$97.93	264.50	\$25,903.80
Alum Foil	N/A	0.00	\$0.00
Alumunim	\$1,369.66	201.49	\$275,972.30
Amber-Glass Scrap	N/A		\$0.00
Clr/Flint-Glass Scrap	N/A		\$0.00
Green-Glass Scrap	N/A		\$0.00
Hdpe Colored	\$440.86	260.29	\$114,751.90
Hdpe Natural	\$595.33	243.59	\$145,017.60
Ldpe-Mixed Plastic Bags	\$39.26	763.87	\$29,986.96
Metal	\$538.66	924.26	\$497,863.91
Mixed Glass Scrap	\$5.04	7,239.38	\$36,492.21
Mixed Paper	\$127.64	16,606.25	\$2,119,630.35
News	\$142.51	1,870.38	\$266,553.43
OCC	\$169.28	8,921.67	\$1,510,220.26
Office Pack #2	\$192.16	205.65	\$39,518.00
Overs	\$6.22	5,505.24	\$34,266.25
PET	\$528.04	579.94	\$306,234.10
Rigid Plastic	\$172.08	790.20	\$135,973.91
Scrap Aluminum	\$237.66	49.28	\$11,712.00
Tin	\$190.36	568.19	\$108,161.95
Waxed Boxes	N/A	0.00	\$0.00
TOTAL SCRAP REVENUE			\$5,658,258.93
STATE REVENUES			\$2,479,519.87
TOTAL GROSS REVENUES*			\$8,137,778.80
TOTAL GROSS REVENUES			\$8,137,778.80
TOTAL TONS			44,994.18
AVERAGE REVENUE PER TON			\$180.86

*Total Gross revenues include all revenues from the sale of materials, quality incentive payments (QIP), and all payments related to CRV including processing, admin, and other CRV payments. The costs associated with transportation of materials to market/end-users are excluded from the Total Gross revenue number.

2013 - REVENUES RECEIVED FROM THE SALE OF RECYCLABLES

LIST OF COMMODITIES SOLD	AVERAGE ANNUAL PRICE PER TON RECEIVED FROM THE SALE OF EACH COMMODITY	ANNUAL TONS SOLD BY COMMODITY	TOTAL ANNUAL SCRAP REVENUES RECEIVED FOR EACH COMMODITY
1-7 Food Containers	\$49.14	229.94	\$11,299.80
Alum Foil	\$600.00	24.88	\$14,928.00
Alumunim	\$1,273.36	202.20	\$257,474.40
Amber-Glass Scrap	N/A	0.00	\$0.00
Clr/Flint-Glass Scrap	N/A	0.00	\$0.00
Green-Glass Scrap	N/A	0.00	\$0.00
Hdpe Colored	\$397.68	280.49	\$111,546.32
Hdpe Natural	\$607.01	276.09	\$167,590.60
Ldpe-Mixed Plastic Bags	\$30.13	703.73	\$21,204.30
Metal	\$170.02	795.07	\$135,180.50
Mixed Glass Scrap	\$16.42	8,465.67	\$138,996.47
Mixed Paper	\$121.50	19,812.67	\$2,407,236.62
News	\$120.00	47.52	\$5,702.40
OCC	\$172.97	10,458.39	\$1,809,021.99
Office Pack #2	\$181.00	183.81	\$33,268.82
Overs	\$0.00	1,425.97	\$0.00
PET	\$475.21	758.51	\$360,452.35
Rigid Plastic	\$140.28	693.61	\$97,301.75
Scrap Aluminum	\$152.78	58.49	\$8,936.00
Tin	\$164.93	657.92	\$108,508.65
Waxed Boxes	N/A	0.00	\$0.00
TOTAL SCRAP REVENUE			\$5,688,648.97
STATE REVENUES			\$2,997,392.38
TOTAL GROSS REVENUES*			\$8,686,041.35
TOTAL GROSS REVENUES			\$8,686,041.35
TOTAL TONS			45,074.96
AVERAGE REVENUE PER TON			\$192.70

*Total Gross revenues include all revenues from the sale of materials, quality incentive payments (QIP), and all payments related to CRV including processing, admin, and other CRV payments. The costs associated with transportation of materials to market/end-users are excluded from the Total Gross revenue number.



Enhanced Reuse Program

for the Central Contra Costa Solid Waste Authority

Mt. Diablo Recycling is committed to ZERO WASTE, which means finding the best and highest use for all resources manufactured, consumed and recovered, in a cost-efficient manner for residents and businesses. In order to achieve the goal of 75% diversion by 2020, it is important to continue the Reuse and Cleanup Day Program. We recognize the value and success of the current program; however we believe that the proposed program can increase the volume of material collected and diverted, while providing greater benefit to Contra Costa County to help its residents and lower the cost of the program. The goal of this program is to reuse and recycle as many items as possible, while benefiting local causes and organizations.

Proposed Program:

Mt. Diablo Recycling proposes to continue the two (2) Reuse and Cleanup days but will also include four (4) additional events, as well as hire a full-time, skilled professional to manage the reuse program. Mt. Diablo Recycling will offer the following as part of our enhanced reuse program:

- Two Residential Reuse Days
- School Reuse Day
- Two "Teacher-School" Days
- Neighborhood Reuse Day

The materials collected from the residential reuse and cleanup days are used for the other events.

Residential Reuse and Cleanup Days (2)

Mt. Diablo Recycling will continue to provide two residential reuse days. Mailers would be sent to all CCCSWA residences two to three weeks ahead of the collection day.

A Mt. Diablo Recycling Reuse truck would pick up all reusable items from the curb and deliver them to the Mt. Diablo Recycling corporation yard, located at 4050 Mallard Drive. The items stored at the facility would be separated and given to schools and charitable organizations, including the existing organizations with whom the CCCSWA has partnered.

After the Mt. Diablo Recycling Reuse truck has picked up the reusable items, your current solid waste provider would pick up all extra items left at the curb. These left-over items as well as appliances and e-waste will be properly disposed of.

School Reuse Day

The School Reuse Day would be a separate program from the 2 Residential Reuse and Cleanup Days. The School Reuse Day would occur at the end of the school year, at all of the schools in the CCCSWA. Bins, carts, and tubs would be placed at schools. Students, teachers, and staff members would be asked to donate any unused school items, including notebooks, pencils, backpacks, etc. These items would be donated back to schools and charitable organizations to distribute the supplies to students in need.

Teacher-School Days (2)

Schools in Contra Costa County will be invited to participate in two "Teacher-School" Days. These events would allow teachers and staff members from all Contra Costa schools to take any items that would benefit their classrooms or schools. There would be no charge to take these items, thus helping many of the teachers that spend hundreds of dollars each year out of their own pockets.

Mt. Diablo Recycling believes that these Teacher-School days will benefit the teachers and schools by providing them with classroom materials, while keeping the materials and benefit within Contra Costa County.

Neighborhood Reuse Day

Residents from Contra Costa County would be invited to Contra Costa Waste Service in Pittsburg for a Neighborhood Reuse Day (*location subject to change*). Residents would be able to take, at no charge, items they can reuse.

Remaining items would be donated to St. Vincent de Paul, the Monument Crisis Center, and other charitable organizations within Contra Costa County.

Reuse Program Manager

Mt. Diablo Recycling believes it is essential to have a dedicated, full-time employee who will manage the Reuse and Cleanup programs. The Reuse Manager would work directly with the CCCSWA to develop new, innovative programs that will continue to benefit the community in terms of diversion and social impact.

The Reuse Program Manager would be responsible for the following:

- Develop, plan, coordinate, and implement all reuse and cleanup events
- Engage and partner with schools and community organizations
- Educate the community about reuse ideas and best practices through events and social media
- Track and report reuse statistics

Mt. Diablo Recycling's goal is to continue this innovative program, but include more opportunities for community members, especially those within Contra Costa County, to reuse items. The proposed Reuse and Cleanup Days will help keep more items out of the landfill, educate the community about how to best reuse items, and improve the wellness of Contra Costa County.



Battery Collection Program from Retail Drop-off locations for the Central Contra Costa Solid Waste Authority

Mt. Diablo Recycling will provide a battery collection program for residents to drop-off household batteries at 22 retail locations throughout the CCCSWA service areas.

At each retail site, Mt. Diablo Recycling will provide two (2) covered battery collection containers with appropriate signs. The containers will be maintained and serviced by Mt. Diablo Recycling which will also provide collection on a weekly, bi-weekly or monthly schedule based upon the needs of the individual locations. Mt. Diablo Recycling will be responsible for properly collecting, sorting, and recycling the batteries collected.

Employees of Mt. Diablo Recycling will collect, sort, tape and place batteries in containers for shipment to an approved battery recycling company. The annual costs for these services are further set forth in Attachment A.

**MOUNT DIABLO RECYCLING DETAILED ANNUAL COST
ESTIMATE FOR THE REUSE PROGRAM**

Annual \$ 1,052,785.70

	Quantity	Per	Annual
Collection Labor Costs			
Driver/Helper	6		
		\$ 111,930.50	\$ 671,583.00
Reuse Manager			
Reuse/Recycling Manager	1		
		\$ 79,793.00	\$ 79,793.00
Facility Personnel			
Reuse Specialist	1		
		\$ 65,895.00	\$ 65,895.00
Vehicle			
Bobtail	3		
Fuel		\$ 16,858.00	\$ 50,574.00
Insurance		\$ 926.00	\$ 2,778.00
Maintenance		\$ 2,025.00	\$ 6,075.00
Outreach Vehicle	1		
Fuel		\$ -	\$ -
Insurance		\$ 926.00	\$ 926.00
Maintenance		\$ 2,025.00	\$ 2,025.00
Forklift	1		
Fuel		\$ 920.00	\$ 920.00
Insurance			\$ -
Lease		\$ 2,285.00	\$ 27,420.00
Facility Expenses			
Warehouse sq ft	15000		
Montly cost per sq ft		\$ 0.50	\$ 90,000.00
Disposal			
Residual Tons	150		
\$\$ per ton		\$ 83.75	\$ 12,562.50
General & Administrative			\$ 42,234.20

**MOUNT DIABLO RECYCLING DETAILED ANNUAL COST
ESTIMATE FOR BATTERY COLLECTION**

Annual \$ 74,725.58

	Quantity	Per	Annual
Collection Labor Costs			
Driver/Helper	0.15		
		\$ 111,930.50	\$ 16,789.58

Recycling and Procesing			
Handling / Packaging &	71		
Processing		\$ 68.00	\$ 57,936.00

Exhibit G

Approved Affiliates and Subcontractors

Approved Affiliates

As of the Effective Date, the CCCSWA approves the Approved Affiliates listed below.

Garaventa Enterprises, Inc. dba SEG Trucking	Guarantor and owner of the Transfer Vehicles
Candy Properties, LP	Owner of 4050 Mallard Drive, Concord, CA, which is the Approved Trans-Load Facility as of the Effective Date
Contra Costa Waste Services, Inc.	Owner of 1300 Loveridge Road, Pittsburg, CA, which is the Approved Recyclable Materials Processing Facility as of the Effective Date

Approved Subcontractors

As of the Effective Date, the CCCSWA has not approved any Subcontractors.

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Exhibit H
Labor Agreements for Transfer Vehicle Drivers, Mechanics, and
Facility Personnel

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Agreement Between

TEAMSTERS LOCAL 315

and

MT. DIABLO RECYCLING CENTER

For the Period

3/01/2014 - 2/28/2020

**MT. DIABLO RECYCLING CENTER
DIVISION**

TEAMSTERS LOCAL 315

OFFICE HOURS: Monday –Thursday 8:30 AM - 5:00 PM
 Friday 8:00 AM -1:00 PM

H&W: Teamsters Benefit Trust
 Toll Free 1-800-533-0119
 Direct 925-426-3555

VISION: Vision Care Plan
 8:30AM - 5:00 PM
 9:00 AM - 12:00 PM
 Toll Free 1-800-852-7600/1-916-481-8720

PENSION: Western Conference of Teamsters
 Toll Free 1-800-845-4162
 Direct 1-650-570-7300

TAP: Teamsters Assistance Program
 510-562-3600

MEMBERSHIP MEETINGS: Second Wednesday of each month
 8:00 PM
 2727 Alhambra Avenue
 Martinez

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of March, 2014 by and between Garaventa Enterprises, Inc, party of the first part, hereinafter referred to as the "Employer," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, LOCAL NO. 315, of Contra Costa County, party of the second part, hereinafter referred to as the "Union," covering the employment of employees coming under the jurisdiction of the Union engaged in the collection of disposal of garbage, scrap, recyclable materials and waste within the jurisdiction of Contra Costa County.

ARTICLE I. EMPLOYMENT OF UNION MEMBERS

Section 1. Recognition. The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees covered in the Agreement.

Section 2. Union Security. All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, by paying the uniform initiation fee and dues required for membership. As a condition of employment, all employees shall maintain their membership in the Union in good standing.

The Union agrees to respect the right of the Employer to completely conduct and supervise his business.

Section 3. Fair Employment. Neither the Employer nor the Union shall unlawfully discriminate against any employee on any basis made unlawful by all applicable federal or state laws. The Employer will not pay wages, benefits or conditions of employment less than those established by this Agreement.

Section 4. Introduction of Equipment. In the event the Employer decides to introduce a new type of equipment, the Employer will meet with and discuss the appropriate classification and wage rate with the Union.

In this Agreement, reference to the male gender shall include the female gender.

ARTICLE II. BUSINESS AGENTS· SHOP STEWARDS

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

B. Specific functions and rules for stewards mutually agreed upon between the Union and the Employer are to be posted at each location.

C. The Business Agent shall have access to the premises during working hours for the purpose of seeing that the provisions of the Agreement are being adhered to.

The Business Agent shall notify the Employer prior to entering the Company's premises, shall obey all reasonable Company safety rules and shall not interfere with the operations of the Employer.

Union Official's Seniority. Any employee who is elected or officially appointed to office in the Union, which office requires his absence from the Employer's service, shall be granted a leave of absence there for without loss of seniority, entitling him upon retirement from such office to reinstatement consistent with his seniority.

ARTICLE III. STRIKES

The Union is not in favor of sympathetic strikes and will do everything possible to avoid them.

The Union agrees that there shall be no strike, work stoppage, slowdowns or other interruptions of work on the part of either the Union or the employees. The Employer agrees that there shall be no lockout of employees covered by this Agreement during the life of this Contract.

Picket Line. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action or permanent replacement in the event any employee refuses to enter upon any property involved in a lawful primary picket line, as sanctioned by Teamsters Joint Council NO.7.

ARTICLE IV. WAGES AND CLASSIFICATIONS

	Effective Dates					
	3/1/2014	3/1/2015	3/1/2016	3/1/2017	3/1/2018	3/1/2019
Baler	\$ 22.47	\$ 22.87	\$ 23.27	\$ 23.67	\$ 24.07	\$ 24.47
Utility	\$ 18.33	\$ 18.73	\$ 19.13	\$ 19.53	\$ 19.93	\$ 20.33
Laborer	\$ 15.49	\$ 15.89	\$ 16.29	\$ 16.69	\$ 17.09	\$ 17.49
Sorter	\$ 15.49	\$ 15.89	\$ 16.29	\$ 16.69	\$ 17.09	\$ 17.49

All Classifications are exempt from break-in rates.

Section 1. Starting Time. Because of the peculiar nature of the recycling business, the daily starting time shall be left to the discretion of the Employer. Employees shall be notified prior to the end of the last shift worked of any change in an employee's starting time absent an emergency or unless mutually agreed upon between the employee and the Employer. If an employee is unable to report to work he shall report to the Employer at least one-half (1/2) hour before his scheduled starting time. If there is a shift or work week change, absent an emergency, the employee will be given one week's notice.

Section 2. Absenteeism. It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time, and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

If any employee finds it necessary to be absent, that employee must notify his or her supervisor by phone, no less than one-half hour prior to his or her start time. Notification received from another employee, friend or relative is not considered proper except under emergency conditions that render the employee unable to communicate for themselves. If an employee fails to contact his or her supervisor within the allotted time they will receive a letter of warning.

Any employee that will be tardy and calls in prior to 15 minutes before his or her start time will be required to be at work within 30 minutes after his or her start time. Failure to comply will result in a letter of reprimand.

Section 3. Hours. All regular employees shall be guaranteed eight (8) hours per day and forty (40) hours per week, Monday through Friday and Tuesday through Saturday inclusive. Lunch periods shall be in compliance with California State Law.

Employees may be assigned a four (4) days, ten (10) hours per day, work schedule. Time and one-half (1-1/2) the employee's regular rate of pay will be paid after ten through twelve hours per day or beyond forty hours per week, and all work performed in excess of twelve hours per day or in excess of eight hours per day on any days beyond four days in a work week, paid at double the employee's regular rate of pay.

All employees shall be entitled to two (2) coffee breaks of fifteen (15) minutes' duration; one break during the first half of the shift, and one break during the last half of the shift. Any employee working an additional shift will be entitled to a coffee break of fifteen (15) minutes approximately midway through the additional four or five hours of work. At no time will these breaks be combined or taken with lunch unless authorized by the Supervisor.

All employees shall be granted a one-half hour unpaid lunch, with employees on an eight hours' day being granted the lunch between the third and fifth hours of work and employees on a ten hours' day being granted the lunch between the fourth and sixth hours of work.

Section 4. Higher Wages. No employee receiving a higher rate of pay shall suffer reduction in pay by reason of the execution of this Agreement.

Any person assigned a classification with a higher pay rate shall receive the higher pay rate for the entire day.

Employees starting work at 12 Noon or later shall receive twenty-five cents (\$.25) per hour above regular rate of pay for all hours worked.

Section 5. Overtime. Overtime at the rate of time and one-half (1-1/2) shall be paid for all work performed after eight (8) hours of anyone day, or after forty (40) hours in anyone week, Monday through Friday and Tuesday through Saturday, inclusive.

Employees called for work on the sixth (6th) day shall be guaranteed eight (8) hours' pay at time and one-half (1-1/2).

Overtime shall be assigned to the employees who regularly work the shift for which overtime work is needed. If the overtime assignment is not related to a regular shift or if additional persons are needed to work overtime, overtime shall be assigned on the basis of seniority. If qualified, employees shall not unreasonably refuse to work overtime.

Section 6. Pay Period. The members of the Union shall be paid weekly for their labor. : Any payroll errors in excess of seventy five dollars (\$75.00) will be paid within seventy-two (72) hours of being reported by the effected employee.

Section 7. An employee who at his own request is placed in a lower classification will be paid at that rate.

ARTICLE V. VACATIONS

Section 1. Vacation Allocation. Employees having completed one (1) year of continuous service with the Employer shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Employer shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Employer shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Employer shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Employer shall be entitled to an annual vacation with pay of five (5) weeks.

Vacation shall be computed at ten percent (10%) over the employee's normal rate of pay if the vacation time is taken, and 5% over the employee's normal rate of pay if cash equivalent is taken. His normal rate of pay shall be that of his permanent assignment immediately prior to his vacation period.

Section 2. Prorated Vacations. Any employee who dies, is laid off, terminated or otherwise severs his employment with his Employer for any reason prior to the completion of his vacation year, will be paid for all earned vacation. Prorated earned vacation to be computed proportionate to his years of service.

Section 3. Vacation Pay. All accrued vacation pay is to be paid to the employee at the completion of his last shift prior to the commencement of his vacation.

Whenever possible and when desired by the employee, he may stagger or spread his vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

Seniority choice of vacation shall be allowed an employee for only one continuous vacation period each year.

To be eligible for seniority choice of vacation dates, employees must choose dates between December 1 through January 31.

It is agreed by both parties to this Agreement that each employee must take his accrued vacation each year and that no arrangement to work for additional compensation during his earned vacation will be allowed except where mutually agreed upon by the Employer and the Union.

ARTICLE VI. HOLIDAYS

There shall be eleven (11) paid holidays when not worked, as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	Employee's Individual Birthday
Fourth of July	One Floating Holiday

These eleven (11) holidays shall be paid at the rate of straight time if no work is performed, and if worked, they shall be paid at the rate of double time and one half (2-1/2).

The Employee's Individual Birthday shall be considered and treated as a Holiday, and if worked, the employee will receive double time and one-half (2-1/2). Employee must notify the Employer in advance in order to qualify.

An employee must work the day before and the day after the day on which the holiday falls unless excused by his Employer in order to receive holiday pay.

Previous company practice will determine which holidays will be rescheduled to Saturdays.

An employee giving the Employer a minimum of two weeks' notice shall be given the Holiday off, if it does not appreciably affect Company operations.

Employee's Birthday shall be treated as any other holiday except when employee's birthday falls on another holiday, Monday through Saturday, he will receive two (2) days' pay for the holiday and will not be allowed to work.

ARTICLE VII. JURY DUTY

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for which he reported for jury duty and on which he would normally have worked. Cap jury duty pay shall be 5 days per year.

In the event an employee is released from jury duty at a time which will permit him to return to work, he shall be obligated to return to work unless specifically excused by the Employer.

ARTICLE VIII. FUNERAL LEAVE

In the event of the death of an employee's parent, spouse, child, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchildren, or step-parents, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of the death and the date of the funeral. The employee will be allowed five (5) days for an out-of state funeral. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Employee must furnish proof of death and relationship.

ARTICLE IX. PAYROLL DEDUCTION

Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, (2) allotments to be made to a credit union as identified in the authorization, and (3) contributions to DRIVE. Such deductions shall be remitted to the recipient, as stated in the authorization, no later than the last day of each month and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue, P.O. Box 3010, Martinez, CA 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.

Deductions for the initiation fee shall be at the rate of no less than \$75 a week.

Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

Section 1. Drive Authorization and Deduction.

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarter on a monthly basis, in one check the total amount deducted along with name of each employee on whose behalf a deduction is made, the employee's Social Security Number, and amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The Union agrees to hold the Employer harmless from any financial liability whatsoever should the Union exercise any of its legal rights under this Article or Article I.

ARTICLE X. SENIORITY

Section 1. Establishing Seniority. In order to obtain seniority, an employee must have worked sixty (60) days during nine (9) consecutive months. After completing the sixty (60) day requirement, the employee shall be deemed a regular employee for purposes of eligibility for benefits as defined herein for regular employees.

The Employer is the sole judge during this nine (9) month probationary period to continue or terminate the employee. Terminations during an employee's probationary period shall not be subject to the appeal procedures herein contained.

Seniority shall commence on completion of the nine (9) month probationary period. Upon attainment of seniority, an individual shall be considered a regular employee and his seniority date shall revert to the employee's original date of hire.

Any employee who has maintained seniority on a job for thirty (30) days without being challenged after put up for bid shall maintain seniority or be declared permanent on that job.

Should a probationary employee bid an opening and be deemed qualified by the Employer, his seniority shall commence on the date he is assigned to the job.

In reducing the work force due to a slackness of work, the last person hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. A laid off employee shall have no right to recall upon the expiration of a twelve (12) month layoff.

Section 2. Seniority and Job Assignments. All vacancies shall be offered to full-time regular employees, in seniority order on the appropriate seniority list where the opening becomes available. Transfer of employees from one job or route to another job or route, shall be confined to two (2) transfers as a result of anyone opening. The remaining opening shall be filled by assignment. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay.

Employees shall receive the higher rate of pay during the qualifying period, which shall be no more than thirty (30) working days. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of twelve (12) months except to exercise seniority to qualify for a higher paid position.

The Employer has the right to assign work on an as-needed basis among employees in the processing area. Employees are expected to know every job; they can be transferred from function to function at the determination of the Employer.

Section 3. Seniority List. The Employer agrees to furnish a list of its Union #315 employees to the Union upon request.

ARTICLE XI. DISCHARGE AND SUSPENSION

Section 1. Discharge/Suspension Procedures. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless three (3) written notices shall have been given to such employee of a complaint against him concerning his work or conduct, except that no such prior warning notices shall be necessary if the cause for discharge or suspension is theft, assault, drinking on the job, gross insubordination, selling or using illegal narcotics while in the employ of the

Employer, recklessness, or carrying fire arms on the job. Egregious acts of proven sexual harassment will subject the employee to discipline up to and including Termination for Just Cause.

Warning letters and oral reprimands or warnings shall not be subject to the grievance procedures of this Agreement in the absence of other disciplinary action taken against an employee who receives such a letter. All warning letters and/or oral reprimands however, shall be considered to be protested without the necessity of a written protest, and the validity of any such warnings or reprimands may be raised by the Union in connection with any grievance concerning disciplinary action wherein the Company relies in whole or in part upon the issuance of the warning or reprimand. Warning letters and oral reprimands shall be effective for a period of twelve (12) months following their issuance, and shall thereafter be of no effect and shall not be used in any grievance proceedings.

No such warning letter or suspension notice shall remain in effect for a period of more than twelve (12) months, with the exception of warning letter or suspension notices for the Department of Motor Vehicles' (DMV) reportable accident (those involving personal injury or seven hundred & fifty dollars (\$750) or current DMV reportable amount or more in damage), or moving violations on the job which shall remain in effect for thirty-six (36) months (the period such incidents remain on the records of the DMV).

A copy of such warning notices shall be sent to the Union at the time it is given to the employee.

If the employee does not file with the Company written protest of the Employer's action within fourteen (14) days from the date of receipt of the Employer's notice, the right to protest such discharge or suspension shall be waived.

Section 2. Time Limitations. Any case pertaining to a discharge or suspension shall be handled as follows:

a. Within ten (10) days of the occurrence of the alleged cause for discharge or suspension, the Employer shall give written notice by registered mail to the employee and to the Local Union of its decision to discharge or suspend the employee; such notice shall set forth the reason or reasons for the discharge or suspension. If the Employer fails to give notice within the specified ten (10) day period, the right to discharge or suspend for that particular reason shall be waived.

b. In the case of an accident, the Company shall be allowed up to and including 15 days to investigate an accident before a letter of warning is required. During the period of investigation, the employee shall remain on the job. In the event the employee requires additional time to investigate an accident, the Company shall be granted an additional 15 days before a letter of warning is required. The Company must notify the Union of this additional request.

ARTICLE XII. DISPUTES AND GRIEVANCES

A. Any grievance or controversy affecting the mutual relations of the Employer and the Union shall first be taken up between the steward and/or Business Agent and the Employer. If the matter is not resolved within ten (10) days excluding Saturdays, Sundays, and Holidays, after being submitted in person or in writing to the Employer, the grievance shall be submitted to a joint committee of the Union and Employer representatives. Grievances involving back pay shall not exceed a period of more than 45 days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

B. The joint committee of Union and Employer representatives referred to in Paragraph (a) of the Agreement will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of agreement between the parties supplementary hereto. The panel shall consist of two representatives selected by the Union and two representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include representatives of Local 315 and the two persons selected by the Employer to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. The adjustment panel shall elect a chairman and a secretary to adopt rules of procedure, as attached. A majority decision by the adjustment panel shall be final and binding. Neither the Union nor the Employer shall select attorneys or paid consultants to serve on the adjustment panel.

The agreement that the two persons selected by either party shall not include representatives of Local 315 and shall not include persons on the payroll of the Employer involved in a dispute may be waived by mutual agreement of the Union and the Employer.

Submit the dispute to grievance mediation within ten (10) days upon the request of either party, unless such time limits are extended by mutual agreement between the parties. The grievance mediation will be conducted by the Federal Mediation and Conciliation. The mediator will issue an Advisory Opinion at the end of the mediation session, which shall not be binding on the parties and which may not be introduced in any arbitration process. The parties may mutually agree to be bound by the Mediator's advisory opinion.

If neither party requests grievance mediation, then in order to proceed to arbitration, the Union or Company must request within 10 calendar days of the decision.

In the event the parties are unable to agree upon an arbitrator within 10 working days from the date of the request or agreement to arbitrate, either party may request the American Arbitration Association to submit a list of the names of nine arbitrators'

members of the National Academy of Arbitrators who are on the Northern California Employment Dispute Resolution Panel or the parties may agree to a list from the FMCS.

C. It is understood that the time limits referred to above may be waived by mutual agreement of the parties.

D. There shall be no interruption of work during the settlement of any controversy except as provided below.

Notwithstanding the above, the Union shall have the right after proceeding in accordance with the time limitations set forth above to take any legal and/or economic action, including striking and picketing, against the Employer after ten(10) days of written notice, excluding Saturdays, Sundays and holidays to the manager of the Company in the event of any of the following:

1. Failure of the Employer to pay the required sum (excluding errors) into any Trust Fund provided for in this Agreement within thirty (30) days from its due date unless such delinquency is due to Acts of God, strikes by office workers handling trust payments or other matters of a catastrophic nature beyond the control of the Employer.

2. Failure of the Employer to meet the payroll of the employees covered by this Agreement unless the failure is due to Acts of God, strikes by office workers handling the payroll or other matters of a catastrophic nature beyond the control the Employer.

3. Failure of the Employer to comply with the time limitations set forth above.

E. The cost of the arbitrator and the incidental expense of the hearing shall be borne equally by the parties.

F. The arbitrator shall have no authority to amend, alter, or change any provisions of this Agreement in any manner.

Section 1. Rules for Disputes and Grievances. See Attachment 1 to the AGREEMENT titled Rules for Disputes and grievances.

ARTICLE XIII. HEALTH AND WELFARE

Effective March 1, 2014, the Employer shall pay into Teamsters Benefit Trust, Plan I, \$1953.00, which is the current cost per month for each regular employee working under this Agreement. Such payments shall include provisions for both employees and dependents hospital-medical, dental, vision care and prescription drug coverage. Such payments shall be made in addition to all wages and other compensation provided in this Agreement, and such payments, when required, shall be made without deduction for any purpose whatsoever.

Retirees

The Employer agrees to pay Two Hundred Fifty Eight Dollars (\$258) per month, per person, for each non-Medicare-eligible currently retired employee, their non-Medicare-eligible spouse, and all future non-Medicare-eligible retired employees and their non-Medicare-eligible spouses for the term of this Agreement.

The Employer agrees to pay Twenty Five Dollars (\$25) per month, per person, for each Medicare-eligible currently retired employee, their Medicare-eligible spouse, and all future Medicare-eligible retired employees and their Medicare-eligible spouses for the term of this Agreement.

The Employer agrees to pay only the amounts listed above for retirees and their spouses. Should the monthly premiums exceed the above-listed amounts, the retirees and their spouses are responsible for the difference.

"Employee" shall mean any employee who has been on the payroll of the Employer continuously for a period of thirty (30) days or more, and having worked 80 hours or more in the preceding month, with benefits commencing with the first day of the next month following the month in which he has worked 80 hours or more, whichever is later.

The Employer agrees that monthly payments, when required, will be forwarded by him to the Trustees of the appropriate Funds before the tenth (10th) day of each month.

The Employer agrees to remit these payments to the appropriate area administrative office by the date designated by that office, and monies received after that date shall be considered delinquent. All checks, when required, shall be made out to, and correspondence concerning the Plans shall be sent to, the appropriate Funds.

If the Employer fails to obtain and pay for the Insurance and Health and Welfare benefits as provided herein, he shall be held personally responsible for the employees and dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

Effective 3/1/2014, the EMPLOYER agrees to maintain benefits for this contract term.

Effective 3/1/2015, the EMPLOYER agrees to maintain benefits for this contract term.

Effective 3/1/2016, the EMPLOYER agrees to maintain benefits for this contract term.

Effective 3/1/2017, the EMPLOYER agrees to maintain benefits for this contract term.

Effective 3/1/2018, the EMPLOYER agrees to maintain benefits for this contract term.

Effective 3/1/2019, the EMPLOYER agrees to maintain benefits for this contract term.

At any time during this agreement, the Company and the Union may mutually agree to substitute a health and welfare plan for medical coverage provided such coverage is equivalent to that provided by Plan I.

Section 1 - Payments during Periods of Absence. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to provide benefit coverage for a period of three (3) months after active employment ceases. If an employee is injured on the job, the Employer shall continue to provide benefit coverage until such employee returns to work; however, such coverage shall not be paid for a period of more than six (6) months beginning with the first month after contributions for active employment ceases.

ARTICLE XIV. SICK LEAVE

Section 1. Approved Leave. All full-time regular employees shall receive nine (9) days of sick leave with pay each year commencing with the first day of illness. All full-time regular employees shall be eligible for sick leave on a pro-rated basis after four (4) months of service with the Employer retroactive to the date of employment. Sick-leave pay shall be payable for days falling during the workweek only.

Anniversary date will be December 15 each calendar year.

Section 2. Unused sick leave. Unused sick leave shall be granted once each year to each full-time regular employee in cash at the current daily rate. The cash payment shall occur the second week of December.

On resignation, discharge, or death, an employee or his estate shall collect cash payment for all unused accumulated sick leave.

Section 3. Disabling On The Job Injury. In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay.

Section 4. Report On The Job Injuries. Employees shall report injuries which occur during working hours to the immediate supervisor and/or the main office as soon as practicable, but in no event, not later than 24 hours or the end of the next business day. From the time of the accident or injury, the employee shall complete all medical forms required by the Company prior to seeking treatment.

ARTICLE XV. LEAVE OF ABSENCE

Section 1. Approved Leave. Any employee desiring a leave-of-absence from his employment shall give ten (10) days' written notice to his Employer, and shall obtain written permission from the Union. Except as otherwise provided for in this Agreement,

leaves-of-absence shall be for a thirty (30) day period. Extended leaves-of-absence as may be granted may not exceed a maximum period of six (6) months; provided however, any leave-of-absence in excess of thirty (30) days can only be taken upon written permission of the Employer. During an approved leave-of-absence, the employee shall not engage in any gainful employment. Any employee who has utilized his right to a leave-of-absence as spelled out above will not be entitled to another leave-of-absence, except for medical reasons, for a period of three (3) years. Leaves of five (5) days or less do not require Union approval. Extensions of approved leaves-of-absence when requested during the course of a leave-of-absence requires the approval of the Employer.

An employee who is unable to work because of sickness or injury, shall be deemed to be on a leave-of-absence. Such leave shall not exceed two (2) years, except with written consent of the Union and the Employer.

A leave-of-absence as provided above shall not result in the loss of seniority rights.

Employees going on leaves-of-absence are expected to maintain their membership in the Union in good standing.

Section 2. Affect on Vacation-Holidays. Time off in excess of fourteen (14) working days in a calendar month due to an approved leave-of-absence other than illness or injury shall cause an employee to lose vacation credit for that month.

All regular employees off the job due to illness, or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of illness or off-the-job injury and continuing to the end of the month and thirty (30) days there after.

All regular employees off due to an on-the-job injury shall accumulate vacation, and holiday rights, uninterrupted for a period of one (1) year.

Section 3. Health and Welfare When On Leave. The employees shall make suitable arrangements for continuation for Health and Welfare payments consistent with the Health and Welfare policy, or request discontinuance of his Health and Welfare before the leave is approved by both the Employer and the Union.

ARTICLE XVI. GENERAL PROVISIONS

Section 1. Provision Of Equipment. The Employer agrees to furnish one set of good quality rain gear per year to each employee on or after October 1 of each year, and a pair of good quality gloves on an as-needed basis to each employee.

a) No employee will be permitted to start work prior to his scheduled starting time without the expressed permission from his dispatcher.

b) No employee will use any truck other than his regular one unless specifically assigned one.

c) No employee shall accept employment from any other waste disposal or recycling business, except when they are on layoff from the Company.

d) The Employer shall provide each seniority employee five (5) sets of uniforms annually. Should an employee arrive to work not wearing a complete uniform, the Employer has the right to send him home without a day's pay. Employee shall be required to wear their uniforms during normal working hours. Uniforms will be considered pants and shirts. An employee may wear Company-issued hats or Union-issued hats.

Section 2. Bulletin Boards. The Company shall supply and install suitable bulletin boards at each barn or starting point for the posting of Union business and communications. The Employer shall post on said Boards, copies of the Seniority List, Health and Welfare and Pension communications, and other Company and Union business. A separate Bulletin Board shall be for bids and awards of bids only.

Section 3. Safety Regulations. The Employer will observe all State and Federal Safety Regulations.

ARTICLE XVII. PENSION

Section 1 - Employer Contributions. For Baler, Utility, Laborer, Wash Rack, Laborer, & Sorter classifications.

The Employer shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sums listed below for each employee covered by this Agreement, from the first compensable hour.

EFFECTIVE March 1, 2014, the Employer shall pay an hourly contribution rate of Ten Cents (\$0.10) including PEER/84 during the probationary period as defined in Article X Seniority; but in no case for a period longer than ninety (90) calendar days from an employee's first day of hire. Contributions shall be made on the same basis as set forth in Article XVII Pension of the Agreement. After the expiration of the probationary period as defined in Article X Seniority; but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

EFFECTIVE – March 1, 2014, for employees working one hundred sixty (160) hours the monthly sum of \$247.39 per month.

For employees who work less than one hundred sixty (160) hours in a month, the hourly rate of \$1.43 from the first compensable hour. The basic hourly rate is \$1.34 per hour, plus \$.09 per hour to fund the PEER/84.

EFFECTIVE - March 1, 2015, for employees working one hundred sixty (160) hours, the monthly sum of \$264.69 per month.

For employees who work less than one hundred sixty (160) hours in a month, the hourly rate of \$1.53 from the first compensable hour. The basic hourly rate is \$1.44 per hour plus \$.09 per hour to fund the PEER/84.

EFFECTIVE - March 1, 2016, for employees working one hundred sixty (160) hours, the monthly sum of \$281.99 per month.

For employees who work less than one hundred sixty (160) hours in a month, the hourly rate of \$1.63 from the first compensable hour. The basic hourly rate is \$1.53 per hour plus \$.10 per hour to fund the PEER/84.

EFFECTIVE - March 1, 2017, for employees working one hundred sixty (160) hours, the monthly sum of \$299.29 per month.

For employees who work less than one hundred sixty (160) hours in a month, the hourly rate of \$1.73 from the first compensable hour. The basic hourly rate is \$1.62 per hour plus \$.11 per hour to fund the PEER/84.

EFFECTIVE - March 1, 2018, for employees working one hundred sixty (160) hours, the monthly sum of \$316.59 per month.

For employees who work less than one hundred sixty (160) hours in a month, the hourly rate of \$1.83 from the first compensable hour. The basic hourly rate is \$1.72 per hour plus \$.11 per hour to fund the PEER/84.

EFFECTIVE - March 1, 2019, for employees working one hundred sixty (160) hours, the monthly sum of \$333.89 per month.

For employees who work less than one hundred sixty (160) hours in a month, the hourly rate of \$1.93 from the first compensable hour. The basic hourly rate is \$1.81 per hour plus \$.12 per hour to fund the PEER/84.

Under no circumstances shall the Employer pay in excess of one hundred seventy-three and 173 (173) hours per month for any regular employee.

The Employer agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.

It is understood by the parties that all hours worked includes vacation, paid sick leave, paid holidays, etc.

Section 2 - P.E.E.R 84. The contributions required to provide the Program For Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 3 - Delinquent Contributions. Action for delinquent contributions may be instituted by the Union or the Area Conference of Trustees. Employers who are delinquent must also pay all attorneys' fees and the cost of collection.

Section 4 - Posting Notice. The Employer shall post on Employee's Bulletin Board a duplicate copy of reporting form sent to the Administrator's office of payments made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

Section 5 - Supplemental Income 401 (k). The Employer shall participate in the Supplemental Income 401 (k) Plan, a plan to conform to the requirements of Internal Revenue Code Section 401 (k) for certain tax exempt, employee contributory plans. The Employer's obligations to the Plan created by this Agreement are limited to the timely execution of the Plan's Subscriber Agreement and the timely payment of that portion of their wages employees elect to pay into the Plan on the form provided by the Plan.

ARTICLE XVIII. DRUG AND ALCOHOL POLICY

1. The Employer and the Union are concerned about the use, possession and distribution of alcohol, illegal drugs and controlled substances in the work environment. Such activities interfere with an employee's work performance, efficiency, safety and health, and may adversely affect the work and safety of others.
2. The Employer strictly prohibits consumption, use, possession, transfer or sale of alcohol, illegal drugs or controlled substances on the job or on Employer's property and strictly prohibits working or attempting to work while under the influence of alcohol or any illegal drug or controlled substance. Any employee violating this prohibition shall be subject to discipline up to and including discharge.

ARTICLE XIX. Drug and Alcohol Testing

Section 1. Purposes. The purpose of this policy is as follows:

- a. To establish and maintain a safe, healthy working environment for employees, customers and the public,
- b. To reduce the incidents of accidental injury to person or property, thereby minimizing Employer's exposure to liability,
- c. To reduce absenteeism, tardiness and indifferent job performance, thereby improving Employer's productivity;
- d. To maintain a work environment free of alcohol and drug-related performance problems, accidents and injuries, thereby decreasing health care costs and workers' compensation costs,
- e. To enable Employer to qualify for certain Federal/Governmental contracts requiring a drug-free work place policy.
- f. To protect and enhance Employer's reputation.
- g. Testing of drug samples will be performed by a National Institute on Drug Abuse (NIDA), certified drug testing facility.
- h. Alcohol testing will be performed by the Medical Review Officer (MRO) at his/her facility and the employee will have no measurable alcohol in excess of Department of Transportation (DOT) levels. Any employee having levels greater than .02 but less than .04 will not be allowed to work that day. However, the employee will be scheduled for the following work day.

Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. Employer's employees have the right to be provided a safe and healthy working environment. Drug and alcohol testing will help ensure that all employees, regardless of position, report to work without being under the influence and remain free of such influence throughout all working hours.

Section 2. Use, Possession or Sale of Drugs, Illegal Drugs, or Alcohol on the Job. The manufacture, distribution, sale, purchase, sell or use drugs or alcohol while conducting Employer's business off Employer's premises during working hours or on Employer's premises is prohibited. Moderate consumption of alcohol at designated Employer's gatherings or under circumstances expressly authorized by a Corporate Officer of the Employer will be the only exception. Any employee engaging in the foregoing prohibited conduct will be subject to disciplinary action up to, and including immediate termination.

Section 3. On The Job Impairment. All employees of the Employer are expected to report for work with no illegal drugs or their metabolites in their bodies exceeding NIDA levels, or alcohol in their bodies exceeding DOT levels. Compliance with these rules is considered an essential job qualification for all employees.

"Alcohol" means any alcohol or alcoholic beverage as defined in California Business and Professional Code Sections' 23003 and 23004.

"Drug" means any drug, other than alcohol, including but not limited to illegal drugs and prescriptions or over-the-counter drugs.

"Illegal Drug" means any controlled substance, drug, narcotic or immediate precursor which is specified or referenced in any provision of California Uniform Controlled Substance Act (Division 10 of the Health and Safety Code) which may subject an individual to criminal penalties, or a legal drug which has not been legally obtained or is being used by an individual for who it was not prescribed, manufactured, prescribed or intended.

Section 4. Enforcement of Rule Prohibiting On-The-Job Drug, Illegal Drug or Alcohol Impairment

A. Pre-Employment Alcohol/Drug Screening. Prior to employment with Employer, all final candidates will be required, as a condition of employment, to pass an alcohol/drug screen test administered by an approved Employer's physician or medical facility. Any prospective employee refusing to submit to such examination will not be hired by Employer. Any prospective employee failing the alcohol/drug screen test will be rejected from further consideration for employment with Employer, for a minimum of six months.

B. Special Circumstance Alcohol/Drug Screening. All Employer's employees involved in on-the-job incidents such as accidents or injuries or physical altercation of sufficient force to create a hostile work environment or endanger the health and safety of another individual, will be required to submit to an alcohol/drug screen test immediately upon request by Employer. Refusal to submit to such a test amounts to insubordination and shall be sufficient ground for termination from Employer. At no time in this instance shall an employee transport him or herself to the medical facility. Instead, either a supervisor or another employee shall transport the individual to the medical facility. If the situation is life threatening, however, the ambulance will become the authority as to where the individual shall be transported. Should the employee be incapacitated as a result of the accident, the Lab Testing Facility will determine whether or not it is appropriate to administer the test. Under these situations, the employee must report the circumstances of injury and damage as well as receive the drug/alcohol test at the medical facility within 24 hours, except if admitted to a medical facility. Any employee failing such a test will be subject to disciplinary action up to and including immediate dismissal from Employer.

C. Reasonable Suspicion Alcohol/Drug Screening. When Employer has a reasonable suspicion that an employee or group of employees is, or may be, impaired or affected on the job by alcohol or illegal drugs, an employee will be required to submit to an alcohol/drug screen test immediately upon request by Employer. After a determination has been made that a drug or alcohol test will occur, a supervisor, or their designee, will

transport the employee(s) to the Testing Facility for blood alcohol, drug, and physical evaluations. Refusal to submit to such a test amounts to insubordination and shall be sufficient grounds for dismissal. Any employee failing such a test will be subject to disciplinary action up to and including immediate dismissal from Employer.

The term "reasonable suspicion" shall, for the purposes of this policy, be defined as follows: aberrant or unusual behavior of an individual employee which 1) is observed by a company supervisor trained to recognize the symptoms of drug abuse, impairment or intoxication, and 2) is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances.

For example, a reasonable suspicion may arise from obvious impairment of physical or mental ability such as slurred speech or difficulty maintaining balance, from unexplained significant deterioration in job performance or behavior, such as excessive absenteeism, from reports of on-the-job impairment verified by a trained supervisor, from employee admissions regarding drug use, or from any other evidence reasonably giving rise to suspicion of impairment. During this procedure, the employee has the right to Union representation.

D. Scheduled/Random Drug Screening. All personnel employed by Employer covered under the collective bargaining agreement will be subject to scheduled and random drug screen testing. Each employee shall be in a pool from which a random selection is made by an independent party. Any employee on vacation or on a leave of absence will not be subject to the pool testing while on leave. All other employees shall have an equal chance at selection and shall remain in the pool even after being tested. Upon return to work, all employees who were previously on vacation or leave of absence will be placed immediately into the pool.

The above affected employees will be required to submit to a drug screening test immediately upon request by Employer. Refusal to submit to such a test will amount to insubordination and shall be sufficient grounds for termination from Employer. Any employee failing such a test will be subject to disciplinary action up to and including immediate dismissal from Employer.

This Section will become effective in the event Federal or State legislation requires random testing.

E. Collection. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the Occupational Medical Facility to collect the samples for National Institute on Drug Abuse (N.I.D.A) drug testing and alcohol testing, and to release the results to the Medical Review Officer (MRO), employee, and/or Employer. Refusal to cooperate will be considered insubordination and will subject the employee to discharge. On the initial test, all employees will provide urine samples for drug testing in their own privacy. Should an adulterated specimen be received at the Testing Facility, it may be necessary to observe

the second attempt. All outer garments will be left behind when providing specimens, for example: jackets, purses, briefcases, etc. Wallets may be retained.

F. Failing Test Results. If an employee fails a test for drugs and/or alcohol on the initial screen, a second, more sophisticated test will be performed on the same specimen to confirm the results of the initial test. The test results of those employees who fail the second screen will be communicated directly to the Employer. "Failing test results": For the purposes of this policy, will mean those which exceed the acceptable levels and which have been reviewed by the MRO. A current summary of the acceptable levels for drugs and alcohol may be obtained from the Human Resources Department, and is also posed at the site.

Section 5. Rehabilitation Leave.

A. Employer encourages all employees to seek help for drug or alcohol problems. The Employer believes that seeking help before the problem becomes a disciplinary matter is beneficial for both the employee and Employer. Any employee with a drug or alcohol problem should contact the Human Resources Department or their Union representative. Each request for assistance will be treated as confidential and only those persons with a need to know will be made aware of such requests.

B. A seniority employee shall be permitted to take a reasonable "one-time" leave of absence for the purpose of undergoing treatment pursuant to an approved program of rehabilitation for drug or alcohol abuse, provided that the leave is requested prior to commission of any related act which subjects the employee to disciplinary action or an employee tests positive for drugs/alcohol during random testing or a D.O.T. physical. Such leave of absence shall not exceed a thirty (30) day period unless extended by mutual agreement for an additional thirty (30) days. Such leave shall be on a "onetime" basis and shall constitute a leave of absence. The leave will be without pay. Any cost of rehabilitation, over and above that paid for by the applicable health and welfare fund must be borne by the employee. After such a leave, further evidence of drug or alcohol abuse will be grounds for termination.

C. Upon successful completion of treatment and return to work, Employer will attempt to place the employee in his/her former classification or one of comparable status and pay, unless the nature of the employee's job duties are such that returning the employee to that classification represents a possible safety risk.

D. All employees returning to active employment from rehabilitation will be required to sign a "return to work agreement" providing:

1. For unannounced testing for a period of one (1) year to ensure that the employee has freed him/herself from the alcohol or drug problem,
2. That failure of such a test during this period shall be grounds for immediate termination; and,

3. That the employee must maintain an acceptable attendance and performance record upon their return to work.

E. No disciplinary action will be issued against any employee who comes forward to Employer with their drug or alcohol problem prior to violating the drug and alcohol policy. However, once a violation of the drug and alcohol policy occurs, Employer will take disciplinary action up to and including immediate termination.

F. Any employee suffering from an alcohol or drug problem who rejects treatment or who leaves a treatment program prior to being properly discharged from the program will be subject to immediate termination. No employee will be eligible for the use of rehabilitation leave more than one time.

Section 6. Prescription Drugs. Prescription drugs shall be used only in the manner, combination and quantity prescribed. No prescription drug shall be brought upon Employer premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner.

Following a positive finding of a drug screen test, any employee who claims that such positive result was due to his/her use of a prescription drug must provide the prescription for those drugs or the medication itself to the MRO within twenty four (24) hours of notification.

Section 7. Effective Date. This policy will be effective February 29, 2008. Each present employee will be furnished a copy of this policy and will sign a receipt for the same. Later-hired employees will each be furnished a copy at or before the time of hiring, and will also sign a receipt form for same.

Where the employee is required to take a physical examination and/or drug screen by the Employer, the Employer shall bear the cost of said examination.

The Employer shall pay for both the examination and the time involved in the examination of done during working hours.

ARTICLE XX. Management Rights

Section 1. Reservation of Management Rights. The Company reserves and retains solely and exclusively, all of its normal, inherent and common law rights to manage the business whether exercised or not, as such rights existed prior to the time any Union became the bargaining representative.

Section 2. Listing of Management Rights. The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct, and control operations; to establish work and quality standards; to perform periodic evaluations of employees; job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operation, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations; including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and from time to time, re-determine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes, and the means of productions; the right to hire, select, transfer, promote, suspend, and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority, because of lack of work or other legitimate reasons.

Section 3. Recognition of Management Rights. The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations subject only to the express provisions of this Agreement.

The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of the Collective Bargaining Agreement.

ORIGINAL

ARTICLE XXI. TERM OF AGREEMENT

THIS AGREEMENT shall become effective retroactively to March 1st, 2014 and shall remain in full force and effect until February 28, 2020 and may be renewed thereafter from year to year, either as is or with changes or amendments in the following manner: If neither party to this Agreement prior to sixty (60) days before February 28, 2020, or expiration of the Contract, notifies the other party in writing of its desire to rescind or make changes to amendments in said Contract as provided above, then said Contract shall automatically be extended and renewed for the following year, with the exception: In case of a national emergency this Contract may be reopened at any time with a sixty (60) day written notice.

FOR THE EMPLOYER:

FOR THE UNION:

MT. DIABLO RECYCLING
CENTER

TEAMSTERS LOCAL 315

By: Cai CB

By: Angely

TITLE: COO

TITLE: Business Agent

DATE: 5-7-14

DATE: 5-9-14

By: _____

By: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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Exhibit I Facility Description

Approved Trans-Load Facility

The Approved Trans-Load Facility is an 18,000 square foot building with four (4) access points with large openings for Collection vehicle and Transfer Vehicle access. It was previously a full Processing Facility and is currently being used as a cardboard baling site. It has the following features:

1. A tipping floor has access from three adjacent large entry doors for trucks.
2. Push walls on the inside of the building for stockpiling loose Recyclable Materials
3. A baler that is located inside for baling any cardboard or residual materials.
4. A loading ramp for materials.
5. A forty foot scale.
6. An administrative office
7. Used motor oil receiving area.

Deliveries to Approved Trans-Load Facility

Drivers will enter the Approved Trans-Load Facility, weigh on the scale and then proceed to the tipping floor. There, they will off load their trucks. Each load will be checked for any major Contaminants and Unpermitted Materials. If there are any problems with the Load it will be photographed and reported under terms and conditions outlined in this Agreement.

Drivers will enter, weigh, off load and exit the Facility within 20 minutes. Light weights (empty tare weights) will be established for each vehicle at least semi-annually based on regularly scheduled re-establishment procedures. This process will eliminate the need for each truck to weigh light (empty) after every Load saving driver time on each Load when departing the Approved Trans-Load Facility.

Main Tipping Floor

The main tipping floor will be of sufficient size to hold two days' worth of incoming Recyclable Materials if Processing is delayed. Up to three Collection vehicles will be able to dump their Loads at the same time.

Push walls, providing control and containment of all materials surround the cement floor. The building is protected by a fire suppression system and strategically located fire extinguishers throughout the building.

Recyclable Material Trans-Loading

The Approved Trans-Load Facility will enable up to three Collection vehicles to dump at any time. During the day Transfer Vehicles will enter the Facility and be loaded by a roll-out bucket

front end loader maximizing pay-load for each Transfer Truck. The Transfer Vehicles will Transport the Recyclable Materials to the Approved Recyclable Materials Processing Facility.

Approved Recyclable Materials Processing Facility

The Approved Recyclable Materials Processing Facility is capable of processing up to twenty (20) tons per hour of Residential and Commercial Recyclable Materials. The Approved Recyclable Materials Processing Facility can also Process and bale other products such as cardboard directly from the Processing floor. It has the following features:

1. 90,000 square foot building that is fully enclosed.
2. One seventy foot scale capable of weighing vehicles inbound and outbound.
3. One administrative office.
4. A complete interpretive center capable of providing education classes, meetings, and luncheons that directly overlooks our processing facility.
5. State-of-the-art Processing equipment with the ability to operate 24 hours a day, seven days a week.
6. Two loading ramps for the loading of Recovered Materials.

Deliveries to Facilities

Transfer Vehicle drivers will enter the Approved Recyclable Materials Processing Facility, weigh on the scale and then proceed to the tipping floor. Once there, they will off Load their trucks. Each load will be inspected and graded for material quality, composition, contamination, and Unpermitted Materials. If there are any problems with the Load it will be photographed and reported under terms and conditions outlined in this Agreement.

Drivers will enter, weigh, off load and exit the Approved Recyclable Materials Processing Facility within 20 minutes. Tare weights will be established for each vehicle based on regularly scheduled weighing procedures. This process will eliminate the need for each truck to weigh light after every Load saving driver time on each Load.

Main Tipping Floor Description

The main tipping floor will be of sufficient size to hold four days' worth of incoming material if Processing is delayed. Up to three trucks will be able to dump their loads at the same time.

Push walls, providing control and containment of all material, surround the cement floor. The entire building is protected with a full fire suppression system electronically monitored with full video surveillance. There are 46 fire extinguishers located throughout the facility for any minor fires.

Recyclable Material Processing

As of the Effective Date, the Approved Recyclable Materials Processing Facility is five (5) years

old and has run uninterrupted for that period of time. The Approved Recyclable Materials Processing Facility has an approximately 5% residual rate and does a comprehensive waste characterization study at least bi-yearly on all Recyclable Materials from each jurisdiction that delivers to the site.

All Recyclable Material once weighed are dumped on the tipping floor where it is visually inspected by the drivers and onsite staff that are trained yearly in hazardous materials and Unpermitted Materials identification and for materials not designed to be Processed by the Processing machine. These Recyclable Materials are then mixed with other incoming stock and piled next to an in-feed conveyer for future Processing.

Once the Recyclable Material is fed into the machine by a large front loader tractor it is elevated by a belt to a pre-sort station where Contaminants, plastic bags, plastics 1-7, and any hazardous materials or Unpermitted Materials are removed. The presort belt then dumps onto a cardboard separator screen that mechanically separates the cardboard to an out belt that stockpiles the material on the tipping floor for baling.

All remaining material is then elevated again to three (3) metal and rubber screens that separate mix paper to another sort line that is checked by up to four (4) personnel before being stockpiled in a bunker for baling. Any remaining material is then elevated to another set of screens after dropping out glass to an adjacent belt that moves that material to a separate glass cleaning machine. This remaining material is screened again separating out more glass and finalizes the removal of any remaining mixed paper to another sort line with up to four (4) personnel for quality control before being stockpiled in a second mix paper bunker ready for baling.

Any material remaining travels under a magnetic belt that pulls off any tin cans, scrap metal, and delivers what is left to the bottle sort line. At this location three (3) employees separate out PET, HDPE natural and HDPE color that are put into separate chutes that use high speed blowers to push the materials into bunkers that can be fed into the baler for baling.

Once this material passes this station it is dropped onto another belt that automatically separates out aluminum cans that travel by a blower tube to a bunker that can be sent to the baler when it is full.

All remaining material is sent to a rerun belt that travels by one more employee that pulls out any remaining recyclable material and contaminants before it is rerun again through the machine. The Approved Recyclable Materials Processing Facility has a full circle rerun line that allows for re-Processing of any materials remaining at the end of the Processing steps described to capture Recyclable Materials that were not captured initially. All Contaminants are removed by hand maximizing the Diversion percentage of all inbound Recyclable Material.

Storage of Recyclable Materials

Recyclable Materials will be stored in several locations inside the Approved Recyclable Materials Processing Facility that are ready for Transport. All storage of Recyclable Materials will occur under roof. All material ready for shipping are stored onsite, inside, and separated for

possible fire protection.

All stockpiles are stacked and separated in a safe manner ready for transport. Some materials for Transport are stored in Drop Boxes such as wire, non-ferrous metal, and scrap metal. All other material is mostly shipped by sea container and are loaded inside the building throughout the day utilizing 2 loading ramps.

Storage Capacity

On site storage allows for four days of unprocessed Recyclable Material on the tipping floor, and four days of baled inventory.

Residue Handling

Residue will be transported onsite to our adjacent Transfer Facility. Residue will be baled, compacted or hauled loose onsite depending on the material type and hauled to the appropriate landfill.

Material Sales

Recovered Materials will be sold to the highest value markets. They will be Transported from Approved Recyclable Materials Processing Facility to both domestic and overseas end users and brokers.

Facility Flexibility and Reliability

The Approved Recyclable Materials Processing Facility has been designed to allow for future expansion with additional equipment to increase the recovery and Diversion levels and Processing volume. An optic sorting/Processing machine has been designed and is in the Process of being implemented on the current machine. This new equipment will enable Approved Recyclable Materials Processing Facility to recover more material and save on labor costs.

Exhibit J
Iran Contracting Certification

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EXHIBIT J

IRAN CONTRACTING CERTIFICATION

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

- (1) Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

Mt. Diablo Paper Stock, Inc. dba/Mt. Diablo Recycling ("Contractor")

By: Mary C. Garaventa (Signature)

Name: Mary C. Garaventa (Printed Name)

Title: Chairman of the Board of Directors

Date: May 16, 2014

and president Emeritus

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EXHIBIT K

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY PROVIDER SERVICES AGREEMENT WITH MT. DIABLO PAPER STOCK, DBA MT. DIABLO RECYCLING FOR THE REUSE AND CLEANUP DAYS PROGRAM AND RETAIL BATTERY COLLECTION PROGRAM

This Provider Services Agreement ("Agreement") is entered into by and between CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY ("CCCSWA") and MT. DIABLO PAPER STOCK, DBA MT. DIABLO RECYCLING ("Provider" or "MDR"), effective on May 16, 2014 and for the term of March 1, 2015 – February 28, 2025.

RECITALS

WHEREAS, CCCSWA recognizes the benefit of offering convenient collection of reusable and recyclable materials to the communities it serves; and

WHEREAS, as part of CCCSWA's Reuse and Cleanup Days Program ("Reuse and Cleanup Days Program"), the CCCSWA offers collection of curbside Reusable Items, electronic scraps, and used household batteries as long as funding is approved by its Board of Directors; and

WHEREAS, CCCSWA desires to continue to offer collection of used household batteries from retail locations as part of its Retail Battery Collection Program as long as funding is approved by its Board of Directors; and

WHEREAS, Provider desires to provide Reuse and Cleanup Days Program services to CCCSWA, and agrees to execute a cooperative agreement ("Cooperative Agreement") that includes the other service providers involved in the Reuse and Cleanup Days Program; and

WHEREAS, Provider desires to provide retail battery collection services to the CCCSWA for its Retail Battery Collection Program; and

WHEREAS, the CCCSWA and Provider have also entered into an Agreement for Recyclable Materials Transfer, Transport, Processing, and Diversion Services, effective on May 16, 2014, and also for the term of March 1, 2015 through February 28, 2025 ("Recyclable Materials Agreement"); and

WHEREAS, the services provided in the Reuse and Cleanup Days Program and Retail Battery Collection Program are required by Section 2.1(D) of the Recyclable Materials Agreement; and

WHEREAS, this Agreement is attached to and incorporated by reference into the Recyclable Materials Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein the CCCSWA and Provider agree as follows:

AGREEMENT

I. Reuse and Cleanup Days Program Services.

A. Subject to the terms and conditions set forth in this Agreement and the 2015-2025 REUSE AND CLEANUP DAYS COOPERATIVE AGREEMENT, Provider shall perform the following services:

1. Two (2) Annual Residential Reuse Days: Collect and process for reuse a minimum of 750 tons per year of Reusable or Recyclable Items placed at the curb for reuse collection on the two (2) annual days designated for the community reuse collection (the "Residential Reuse Days"). Reusable Items include those items listed in Attachment "K-1" of the attached Cooperative Agreement. Provider understands that CCCSWA may make changes to this list from time to time. Each Residential Reuse Day will be scheduled to occur either prior to or on the same scheduled collection day of the Franchised Collector.

a. MDR is not responsible for scavengers' activities before or after MDR has collected. MDR may address scavenging issues at its discretion and will apprise CCCSWA of those efforts.

2. Provide, at MDR's sole cost and expense, one or more enclosed facility(s) totaling no less than fifteen thousand (15,000) square feet in order to accommodate the proper and convenient sorting and storing of Reusable and Recyclable Items and household batteries collected from the CCCSWA service area.

3. Hire and train personnel to collect, transport, unload, and sort the Reusable Items from the Reuse and Cleanup Days Program. MDR shall provide all necessary equipment such as uniforms, truck signage, storage containers, and communication devices, such as mobile phones, needed by MDR's staff.

4. To the extent MDR rejects any Reusable Items offered for reuse collection, such rejected items shall be left in an orderly manner on the customer's property so as not to cause a nuisance to the customer or interfere with the Franchise Collector's operations. MDR shall be responsible for purchasing and carrying extra bags, boxes and cleanup equipment (i.e., broom, shovel, dustpan) in order to contain any debris that MDR creates in the course of reuse collection.

a. When MDR rejects any Reusable Items, MDR shall provide information to customers regarding alternative reuse, recycling and disposal options.

5. Communicate to the Franchised Collector, prior to the Franchised Collector's scheduled collection, any potential problems it may encounter during its collection.

6. Notify the designated reuse coordinator of any tax donation receipt requests.

7. Staff a toll-free information line to answer CCCSWA service area residents' questions about the acceptability of their items. The information line will be staffed from 8:30 a.m. to 4:30 p.m. Monday through Friday, except for a phone break between 12:00 p.m. to 1 p.m. During the phone break period, customers can leave a voicemail message. Information line staff shall be adequately trained and instructed by MDR to answer common reuse questions and provide professional, helpful information regarding disposal alternatives. MDR shall catalog calls to document types of questions/complaints. MDR shall also provide a hotline message available 24 hours a day, which provides relevant information regarding the collection of Reusable Items, such as the schedule for Residential Reuse Days.

8. Maintain detailed collection records and submit them to the CCCSWA. These records shall include, but not be limited to, (a) number of homes on route, (b) number and percentage of setouts, (c) number of non-collections, (d) tons collected, (e) tonnage collected to date, including tons of trash and recyclables, (f) separate tracking of cathode ray tube ("CRT")-containing devices and computer peripherals tonnage, and (g) any revenue received by MDR from the sale of these materials. MDR shall also produce an annual final report that summarizes the above information for the entire Reuse and Cleanup Days Program.

9. Arrange for recycling of applicable Recyclable Materials. MDR shall be financially responsible for materials that are landfilled and shall include that tonnage information in its routine reports.

10. Collect and deliver electronic scrap items to a CCCSWA-Approved Recyclable Materials Processing Facility.

11. MDR shall provide additional services as specified in Exhibit F of the Recyclable Materials Agreement.

B. Staffing. As specified in Exhibit F of the Recyclable Materials Agreement and defined in Attachment K-1 (2015 Cooperative Agreement), MDR agrees to provide the following staffing:

1. A full-time Reuse Program Manager as defined in Attachment K-1 (2015 Cooperative Agreement), who shall:

- Develop, plan, coordinate, and implement all reuse and cleanup events, including development and mailing of direct mailers to all CCCSWA residences two to three weeks ahead of the collection day;
- Engage and partner with schools and community organizations;
- Educate the community about reuse ideas and best practices

through events and social media; and

- Track and report reuse statistics.
- 2. A Reuse Specialist as specified in Exhibit F and defined in Attachment K-1 (2015 Cooperative Agreement), at the designated Provider Reuse facility.
- 3. Collection Driver(s).

II. Retail Battery Collection Program Services.

A. Subject to the terms and conditions set forth in this Agreement, Provider shall perform the following services:

1. Provide a battery collection program for residents to drop off household batteries at twenty-two (22) retail locations throughout the CCCSWA Service Area, as specified in Exhibit F of the Recyclable Materials Agreement. Collection of batteries will occur on a weekly, bi-weekly or monthly schedule based upon the needs of the individual locations.
2. Provide, at each retail site, two (2) covered battery collection containers with appropriate signage approved by the CCCSWA.
3. Proper collection, sorting and recycling of the collected batteries.
4. Sort, tape and place collected batteries into containers, as required by law, for shipment to an approved battery recycling company.
5. Regularly audit the retail battery collection locations to ensure that both battery containers and signage are being properly utilized.
6. Submit battery collection weights with MDR's monthly invoices to the CCCSWA.

III. Collection Vehicles.

A. MDR shall be responsible for the use, maintenance, and storage of its collection trucks associated with the Reuse and Cleanup Days Program and the Retail Battery Collection Program, so as to keep the trucks in good working order.

B. MDR shall prepare, and provide to the CCCSWA, a backup plan to address the unlikely, but potential circumstance when all of its regular collection trucks become unavailable at the same time. MDR shall provide any needed replacement vehicles.

IV. Term. The Term of this entire Agreement shall commence on March 1, 2015, and continue in full force for a period of ten (10) years, through and including February 28, 2025.

CCCSWA shall have an option to extend the Term of this Agreement under the same conditions for extension set forth in Article 4, Section 4.1 of the Recyclable Materials Agreement.

V. Payment for Services. MDR's full, entire, and complete annual compensation for performance of its obligations under this Agreement shall be a total of One Million One Hundred Twenty-Seven Thousand Five Hundred Eleven and 28/100 Dollars (\$1,127,511.28). This amount shall cover MDR's costs for all labor, equipment, materials and supplies, fees, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all services required by this Agreement in the manner and at the times prescribed. CCCSWA shall pay MDR a total of One Million One Hundred Twenty-Seven Thousand Five Hundred Eleven and 28/100 Dollars (\$1,127,511.28) annually as set forth below.

A. CCCSWA shall pay MDR One Million Fifty-Two Thousand Seven Hundred Eighty-Five and 70/100 Dollars (\$1,052,785.70) annually for all services related to the Reuse and Cleanup Days Program as outlined in Section I above. This amount shall be divided into twelve (12) monthly payments of Eighty-Seven Thousand Seven Hundred Thirty-Two and 14/100 Dollars (\$87,732.14) each. CCCSWA shall pay MDR each monthly payment within thirty (30) days of the date of receiving an invoice and collection report for the Reuse and Cleanup Days Program.

B. CCCSWA shall pay MDR Seventy-Four Thousand Seven Hundred Twenty-Five and 58/100 Dollars (\$74,725.58) annually for all services related to the Retail Battery Collection Program as outlined in Section II above. This amount shall be divided into twelve (12) monthly payments of Six Thousand Two Hundred Twenty-seven and 13/100 Dollars (\$6,227.13) each. CCCSWA shall pay MDR each monthly payment within thirty (30) days of the date of receiving an invoice and collection report for the Retail Battery Collection Program.

VI. Additional Services. Any additional services required beyond those set forth in this Agreement or the Cooperative Agreement shall be performed only if both the CCCSWA and the Provider mutually agree to the terms for the provision of such additional services in writing.

VII. Responsible Personnel. The services described in this Agreement shall be performed in part and supervised by the Contractor's qualified designee. Provider shall assign only competent personnel to perform services pursuant to this Agreement.

VIII. Facilities and Equipment. MDR shall, at its sole cost and expense, furnish facilities for collection, sorting, storage and equipment that may be required for its provision of services pursuant to this Agreement.

IX. Independent Contractor. The parties intend that Provider, its officers, employees, subcontractors, affiliates, or agents shall perform the services required by this Agreement as an independent contractor engaged by CCCSWA and nothing in this Agreement shall be deemed to constitute either Party an employee, partner, joint venturer, officer, agent, or legal representative of the other Party or to create a fiduciary relationship between the parties. Neither Provider nor its officers, employees, subcontractors, affiliates, or agents shall obtain any rights to retirement

benefits, workers' compensation benefits, or any other benefits that accrue to CCCSWA employees by virtue of Provider's Agreement with CCCSWA. Except as the CCCSWA may otherwise specify in writing, Provider shall have no authority, express or implied, to act on behalf of the CCCSWA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the CCCSWA to any obligation whatsoever.

X. Applicable Provisions of Recyclable Materials Agreement. The following terms and conditions of the Recyclable Materials Agreement apply to this Agreement:

- A. Article 1, Definitions.
- B. Article 8, Review of Services and Performance
- C. Article 10, Indemnification and Insurance.
- C. Article 11, Breach, Default, Remedies, and Termination.
With respect to the Liquidated Damages set forth in Exhibit B of the Recyclable Materials Agreement, however, only the following Liquidated Damages apply herein:
 - Discourteous Behavior
 - Vehicle Non-compliance
 - Excessive Vehicle Loading
 - Invalid Driver License
- E. Article 12, Resolution of Disputes.
- F. Article 13, Other Agreements of Parties.
- G. Article 14, Miscellaneous Provisions.

XI. Additional Liquidated Damages. In addition to the Liquidated Damages referenced above in Section X(D), CCCSWA may also assess Provider the following Liquidated Damages.

<u>Retail Battery Collection Program:</u> For each failure to collect, sort, and recycle collected household batteries pursuant to the agreed-upon schedule as provided in this Agreement.	\$500.00 per retail location
<u>Enhanced Reuse Program:</u> For each failure to conduct the scheduled School Reuse Day, Teacher School Days, and Neighborhood Reuse Day.	\$1,500.00 per scheduled event

<u>Missed Routes:</u> Failure to complete at least ninety percent (90%) of collections of Reusable Items along a scheduled residential route.	\$5,000.00 for an entire missed route, or a prorated amount for an incomplete route.
<u>Failure to Collect Minimum Tonnage:</u> For the failure to collect a minimum annual tonnage of 750 tons of Reusable Items.	\$250 per ton
<u>Phone Call Responsiveness:</u> For each failure to answer a telephone call from a service area resident during normal business hours. A call is considered to be answered if the resident hangs up or abandons the call following a hold time of less than three (3) minutes.	\$50.00 per incident
<u>Uncovered Materials:</u> Failure to properly cover materials in collection vehicles or to otherwise take reasonable action to prevent wind-blown spillage from vehicle.	\$300.00 per incident.
<u>CCCSWA Complaint Resolution:</u> For each failure to forward unresolved complaints to CCCSWA for final determination by Executive Director.	\$500.00 per incident

ATTACHMENTS

K-1: 2015-2025 Cooperative Agreement

2271362.4

