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**AGREEMENT REGARDING CCCSWA - EBMUD FOOD  
WASTE-TO-ENERGY PROGRAM**

This Agreement Regarding CCCSWA- EBMUD Food Waste-To-Energy Program ("Agreement") is entered into as of the date of signing hereof by and among the County of Contra Costa, a political subdivision of the State of California ("County"), the Central Contra Costa Solid Waste Authority, a joint powers authority formed pursuant to the Joint Exercise of Powers Act (Gov. Code, § 6505 et seq.) ("CCCSWA"), and Allied Waste Systems, Inc., doing business as Pleasant Hill Bayshore Disposal ("Company"). County, CCCSWA and Company may hereafter be referred to collectively as the "Parties" or individually as a "Party."

**RECITALS**

A. WHEREAS, Company and CCCSWA have executed a Second Amendment to Agreement for Collection, Transfer, Transport, Processing and Disposal of Solid Waste, and Green and Food Waste ("Second Amendment"); and,

B. WHEREAS, in cooperation with the East Bay Municipal Utility District ("EBMUD"), CCCSWA wishes to implement a "food waste-to-energy" project ("Project") that requires commercial establishments within CCCSWA's jurisdiction to separate their food waste from solid waste and green waste for separate collection by Company pursuant to the Second Amendment, and for delivery of this food waste through the Contra Costa Transfer and Recovery Station ("CCTRS") to the EBMUD food waste-to-energy facility in Alameda County; and

C. WHEREAS, Company has filed an Application with the Contra Costa Local Enforcement Agency ("County LEA") to Revise Solid Waste Facility Permit No. 07-AA-0027 to allow the commercial food waste received at the CCTRS to be processed there prior to delivery to the EBMUD facility; and

D. WHEREAS, Company and County disagree as to whether commercial food waste that is separately collected by Company pursuant to the Second Amendment and received by the CCTRS is subject to County's solid waste tonnage fee, authorized by Public Resources Code section 43213 ("Solid Waste Tonnage Fee"); and

E. WHEREAS, the Parties have agreed to enter into this Agreement to set forth the respective rights and obligations of the Parties with respect to the assessment and payment of Solid Waste Tonnage Fees as to the commercial food waste referenced above;

NOW THEREFORE, for and in consideration of the promises made and agreements contained herein, the Parties agree as follows.

**AGREEMENT**

1. **Payment of Fees.** The Company shall timely pay to County the Solid Waste Tonnage Fee applicable to the commercial food waste that is separately collected by Company within CCCSWA's jurisdiction and received by the CCTRS. The obligation set forth in

this paragraph is in addition to the obligation of Company to pay the Solid Waste Tonnage Fee on other forms of solid waste received by the CCTRS.

2. **Pass-Through.** Company may obtain reimbursement for payments of the Solid Waste Tonnage Fee to County pursuant to this MOU by passing through such costs to commercial ratepayers in commercial collection rates set by CCCSWA. CCCSWA agrees to consider an adjustment in current commercial collection rates to the extent that current rates would not allow for a pass-through of the Solid Waste Tonnage Fee.
3. **County Obligation.** County, by action of the Board of Supervisors, agrees to submit a formal written request to the chief officer of the County LEA, urging its staff to use its best and reasonable efforts to expedite the issuance of a revised solid waste facilities permit to allow the Project to proceed as soon as possible.
4. **Reservation and Waiver of Rights.** Company and CCCSWA reserve their respective rights to object to fees paid pursuant to this MOU to the extent that such fees exceed the amount of fees authorized by Section 43213 of the Public Resources Code. Except as expressly reserved above, Company waives any and all rights to challenge the legality of, or seek to recover, any and all fees paid pursuant to this Agreement. Nothing in this Agreement affects the rights of Company, CCCSWA or County with respect to the imposition, amount or payment of the Solid Waste Tonnage Fee applicable to solid waste other than commercial food waste that is received by the CCTRS or any other solid waste facility operated by Allied in Contra Costa County.
5. **No Admission.** This Agreement does not create any form of precedent or constitute an admission by any Party as to whether the Solid Waste Tonnage Fee applies or does not apply to any particular form of solid waste that is received at the CCTRS or any other facility in Contra Costa County, and no Party shall seek to introduce, cite to, assert or otherwise use this Agreement for such purpose in any administrative or judicial proceeding.
6. **Counterparts.** This Agreement may be executed in counterparts and so executed shall constitute an Agreement which shall be binding upon all Parties hereto. A photocopy of the fully executed Agreement shall have the same force and effect as the original.
7. **Voluntary Execution; Warranty.** The Parties have freely and voluntarily executed this Agreement and are not acting under coercion, fraud, duress, menace, economic compulsion or undue influence, or because of any supposed disparity of bargaining power; rather, the Parties are freely and voluntarily signing this Agreement for their own benefit. By affixing his/her signature below, each of the persons signing this Agreement

warrants and represents that he/she has read and understands this Agreement, that he/she is authorized to sign this Agreement, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

**COUNTY OF CONTRA COSTA**

**CENTRAL CONTRA COSTA  
SOLID WASTE AUTHORITY**

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Executive Director

Attest: David Twa, Clerk of the Board of  
Supervisors and County Administrator

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

By: Anthony Counsel

**ALLIED WASTE SYSTEMS, INC. dba  
PLEASANT HILL BAYSHORE  
DISPOSAL**

By: \_\_\_\_\_  
Print Name: Timothy A. Gent  
Print Title: General Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

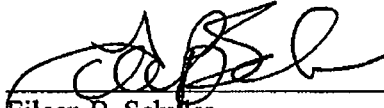
Date: \_\_\_\_\_

Note: Two officers must sign on behalf of corporations. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.)

## CERTIFICATE

The undersigned certifies that she is the duly elected, qualified and acting Secretary of **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation (the "Company") and that attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company effective December 23, 2011, and that such resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

Dated: December 29, 2011.

  
\_\_\_\_\_  
Eileen B. Schuler  
Secretary

## **SCHEDULE A**

WHEREAS, the Company and the Central Contra Costa Solid Waste Authority (the "CCCSWA") have executed a Second Amendment to Agreement for Collection, Transfer, Transport, Processing and Disposal of Solid Waste, and Green and Food Waste (the "Second Amendment");

WHEREAS, in cooperation with the East Bay Municipal Utility District (the "EBMUD"), CCCSWA intends to implement a food waste-to-energy program (the "Program") that requires commercial establishments within the CCCSWA's jurisdiction to separate their food waste from solid waste and green waste for separate collection by the Company in accordance with the Second Amendment, and for delivery of this food waste through the Contra Costa Transfer and Recovery Station to the EBMUD food waste-to-energy facility in Alameda County; and

WHEREAS, the Company, the CCCSWA and the County of Contra Costa (the "County") (the Company, the CCCSWA and the County are collectively referred to herein as the "Parties") desire to enter into a separate Agreement that sets forth the respective rights and obligations of the Parties with respect to the assessment and payment of Solid Waste Tonnage fees as to commercial food waste related to the Program (the "Agreement"); so be it

RESOLVED THEREFORE, that the Company is authorized to enter into the Agreement with the CCCSWA and the County, substantially in the form presented to the Company, with such changes as may be approved by the officers or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified and confirmed;

FURTHER RESOLVED, that the Company is hereby authorized and directed to execute and deliver the Agreement, and such other applications, exhibits, agreements or attachments necessary in connection with the Agreement and in connection with the performance of the Company's obligations and agreements as set forth therein;

FURTHER RESOLVED, that MIKE CAPRIO and/or TIMOTHY ARGENTI, as an authorized agents for the Company, or any officer of the Company, are hereby authorized and directed to execute and deliver the Agreement and to execute any and all other documents on behalf of the Company required by the County and/or CCCSWA in connection with the Agreement and in connection with the performance of the Company's obligations and agreements set forth therein; and

FURTHER RESOLVED, that the Secretary, or any other officer of the Company, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.