



**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF  
APPROVING WASTE DISPOSAL AGREEMENT  
WITH RECOLOGY OSTROM ROAD, INC.  
FOR DISPOSAL OF CONTAMINATED SOIL**

**RESOLUTION 2016-\_\_\_\_\_**

**Be It Resolved:**

A Waste Disposal Agreement with Recology Ostrom Road, Inc. for disposal of the soil generated due to a ruptured fuel tank at Goodyears Bar Maintenance Shop is hereby approved. The Director of Transportation is hereby authorized to execute the disposal agreement on behalf of Sierra County.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 1st day of November, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

COUNTY OF SIERRA

\_\_\_\_\_  
LEE ADAMS  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

## WASTE DISPOSAL AGREEMENT

This Waste Disposal Agreement ("Agreement") is made by and between RECOLOGY OSTROM ROAD ("Company"), and Sierra County Dept of Public Works ("Customer") and is effective when signed by both parties below (the "Effective Date").

The parties agree as follows:

1. **Definitions:**

- a. "Landfill" means the Ostrom Road landfill located at 5900 Ostrom Rd., Wheatland, CA 95692.
- b. "Conforming Waste" means the waste type listed in Section 2 below, and is a material that requires the application of special treatment, handling, or disposal practices beyond those normally required for solid waste in accordance with applicable law.
- c. "Non-Conforming Materials" means materials or substances that (a) do not conform to Customer's Waste Disposal Application; (b) do not comply with all laws and regulations regarding the generation, removal, packaging, characterization, documentation, transportation and delivery of the Conforming Waste; or (c) Company proves, through accepted analytical methods, do not substantially conform to Customer's Waste Disposal Application.
- d. "Waste Disposal Application" means a written description of the Conforming Waste, in such form required by Company, in its sole discretion.

2. **Job Description:** This Agreement only applies to the following job: J# 6970

- Recology Ostrom Road Job Number: Sierra County Dept of Public Works, 150 Goodyear's Creek Rd, Goodyear's Bar, CA 95944
- Project Name: Goodyear's Bar Shop
- Conforming Waste Type: contaminated soil, (soilc)
- Master Account: 53801
- Agreement Expiration Date: 8/31/2017

3. **Delivery and Acceptance:** Customer will deliver and Company will accept all Conforming Waste that conforms with the Waste Disposal Application and the terms of this Agreement. For clarity, Company will not be deemed to have accepted Non-Conforming Materials. Company may perform independent analyses at any time to verify any materials conform to the Waste Disposal Application. Notwithstanding anything in this Agreement to the contrary, Company may reject Conforming Waste (i) during inclement weather, (ii) if Customer delivers more Conforming Waste than it scheduled in accordance with Section 9 below, or (iii) if Company has exceeded the tonnage limits under the Landfill's permits.

4. **Non-Conforming Materials:** Company shall have the right to do either of the following if Customer delivers any Non-Conforming Materials:

- a. Reject the Non-Conforming Materials, and Customer shall remove, at its own expense, such Non-Conforming Materials from the Landfill; or
- b. Accept the Non-Conforming Materials, and Customer shall pay the then-current rate per ton charged by Company for such type of solid waste at the Landfill.

5. **Fees:**

- a. Disposal Fee: Customer shall pay Company \$15.00 per ton of Conforming Waste it delivers to the Landfill.
- b. Analytical Fee: Customer shall also pay Company a one-time analytical fee of \$200. **WAIVED.**
- c. Overweight Fee: Customer shall also pay Company a surcharge of \$20 per delivery if the delivery vehicle exceeds the gross maximum weight allowable by law, as determined by Company's inbound scale at the Landfill.

Customer shall pay Company all fees within 30 days of receipt of invoice. Past due invoices will incur interest at a rate of 1.5% per month.

6. **Term and Termination:** The term of this Agreement is set forth in Section 2 above. This Agreement may be terminated by either party if the other party breaches any of its obligations under this Agreement. Furthermore, either party may terminate this Agreement for convenience upon 60 days' prior written notice.

7. **Indemnification:** To the fullest extent permitted by law, Customer shall indemnify, hold harmless, and defend Company, including its directors, officers, agents, employees, affiliates, parents and subsidiaries, harmless from and against any and all claims, including demands, actions, damages, loss, costs, expenses, and attorney fees arising out of or resulting from (a) any negligent act, error or omission by Customer, in any way related to Customer's obligations under the terms of this Agreement, (b) a breach of the terms of this Agreement; (c) for failure of Customer or its agents, employees or subcontractors to comply with applicable law.

8. **Permits:** Customer shall submit copies of all permits, approvals, certificates and evidence of insurance reasonably requested by Company.

9. **Scheduling Deliveries:** Customer shall schedule all deliveries of Conforming Waste at least 24 hours in advance by calling (707) 564-0810 anytime between 8am and 4pm, Monday through Friday.

10. **Miscellaneous:**

- a. This Agreement shall be construed, enforced, governed, and interpreted by and in accordance with California law.
- b. This Agreement (and any attachments hereto) constitutes the entire agreement between Company and Customer as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, oral or written, with respect to the subject matter hereof. Any modification of this Agreement must be in writing and signed by the party sought to be bound thereby.
- c. The provisions of this Agreement shall be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be given effect to the extent that it may be enforceable.
- d. Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**Sierra County Dept of Public Works**

**Recology Ostrom Road**

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

By: Lisa Rosales

Name: Tim H. Beals

Name: \_\_\_\_\_

Title: Director of Transportation

Title: Sales & Marketing Coordinator

Date: November 1, 2016

Date: 10/14/16