

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made and entered into this 4th Day of June 2024, by and between DRY CREEK LANDFILL, INC., an Oregon corporation, hereinafter referred to as "DCL," and SISKIYOU COUNTY, a California Municipal corporation, hereinafter referred to as "SC."

RECITALS

A. SC, or its Affiliates, Contractors, or Franchisees, collect, control, handle, transport and dispose of putrescible and non-putrescible solid and semi-solid wastes from residences, businesses and industries located in Siskiyou County, California. As part of such business, SC or its Affiliates, Contractors, or Franchisees, are constructing and will operate transfer stations located at Tulelake, Happy Camp, Yreka and Mt. Shasta Siskiyou County. SC and its Affiliates, Contractors, and Franchisees require that a facility be available to it for the disposal of such waste. Such facility must comply with the requirements of the applicable governmental agencies with jurisdiction over the disposal of Solid Waste.

B. DCL is the owner and operator of a Solid Waste Disposal Facility in Jackson County known as the Dry Creek Landfill (the "Disposal Site") which holds all required permits, including an Oregon State Department of Environmental Quality (DEQ) permit number 190. DCL complies with all current and reasonably anticipated state and federal design and performance standards.

C. DCL is operating the Disposal Site under a Disposal Franchise Agreement with Jackson County dated October 25, 1996.

D. DCL and SC wish to enter into this Agreement for the disposal of Acceptable Waste and Special Waste collected by SC it Affiliates, Contractors, and Franchisees at the Dry Creek Landfill utilizing transportation and disposal methods permitted under the laws and regulations of local, state and federal governments.

E. This Agreement sets forth the terms and conditions of SC's disposal of Acceptable Waste at the Disposal Site.

NOW THEREFORE, under the terms and conditions set forth herein, DCL and SC hereby enter into this Solid Waste Disposal Agreement:

DEFINITIONS

A. Acceptable Waste means any and all waste that is Solid Waste as defined herein (but is not Unacceptable Waste as defined herein) and which, in compliance with governmental licenses and permits in effect, may be disposed of at the Disposal Site.

B. Affiliate means: (1) when used with respect to SC, an entity that, directly or indirectly, is controlled by SC, or is under common control with SC; and (2) when used with respect to DCL, an entity that, directly or indirectly, controls DCL, is controlled by DCL, or is under common control with DCL. For purposes of this definition, "control" means the power to direct the management of an entity through the ownership of its voting securities or other ownership interest, or the right to designate or elect, by contract or otherwise, a majority of the members of its board of directors or other governing board or body.

C. Beneficial Use Waste means any Solid Waste that: (1) is, in the sole judgment of DCL, usable or reusable by DCL in lieu of other materials in the construction or operation of the Disposal Site or any ancillary facilities, including but not limited to road construction, landscaping, soil amendment, disposal cell construction, leachate or landfill gas management, daily, interim or final landfill cover material, all as may be approved by DEQ; and (2) DCL has, in its sole discretion, determined it has a need for in connection with the construction or operation of the Disposal Site or any ancillary facilities. With respect to Beneficial Use Waste accepted by DCL from SC for disposal at the Disposal Site, SC shall be required to pay to DCL the Tipping Fee established pursuant to Section 4.4 hereof.

D. Contractor means an entity employed by SC to perform one or more operations covered by this Agreement.

E. Covered Waste means all of: (1) the Acceptable Waste generated within Siskiyou County, California that is collected, controlled, transported, handled or owned by SC or any Affiliate, Contractor, or Franchisee; and (2) Beneficial Use Waste and Special Waste generated within Siskiyou County, California that is collected, controlled, transported, handled or owned by SC or any Affiliate, Contractor, or Franchisee and that DCL and SC have agreed, in accordance with Section 4.4 hereof, to dispose at the Disposal Site.

F. SC shall mean Siskiyou County, a political subdivision of the State of California, and its successors.

G. DEQ shall mean the Oregon Department of Environmental Quality.

H. Disposal Site means the Dry Creek disposal site operated by DCL and located within

Section 1, Township 37 South, Range 1 West Jackson County, Oregon.

I. Effective Date means the date the Agreement has been executed by all parties, or July 1, 2024, whichever is later.

J. Force Majeure means acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, equipment or material shortages, or other similar causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party whose ability to perform under this Agreement is impaired or prevented by the Force Majeure event. However, a Force Majeure event shall not include damage or destruction caused by any of the following events: operational error; improperly designed facilities; increased costs of materials, including fuel; or careless or improper operation.

K. Franchisee means an entity franchised by SC to perform one or more operations covered by this Agreement.

L. Hazardous Waste shall have the meaning set forth in ORS 466.005(7), or any successor thereto, and/or matter that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste" pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and the Hazardous Waste Management Act, Chapter 466 ORS, as amended, and the regulations promulgated thereunder. Hazardous Waste shall not include incidental Household Hazardous Waste or Small Quantity Generator Waste which is commingled with Solid Waste.

M. Household Hazardous Waste means Conditionally Exempt Small Quantity Generate Waste (as defined in 40 CFR 261.5) that is generated by a residential customer.

N. Small Quantity Generator Waste means Small Quantity Generator Waste as such term is defined in 40 CFR 261.5.

O. Solid Waste means all non-hazardous putrescible and nonputrescible waste whether in solid or semi-solid form including but not limited to: garbage, trash, rubbish, refuse, ashes, paper, cardboard, commercial and industrial wastes, manure, vegetable, or animal solids or semi-solid wastes, all waste capable of being recycled that is commingled with other wastes; incidental Household Hazardous Wastes; or Small Quantity Generator Waste; Special Waste and all other acceptable solid waste that requires landfill disposal. The term "Solid Waste" shall not include Hazardous Waste, dead animals or liquids of any kind.

P. Special Waste shall mean: (i) Beneficial Use Waste delivered to the Disposal Site by SC and accepted by DCL as "Beneficial Use Waste"; or (ii) Acceptable Waste resulting from an industrial, agricultural, manufacturing, demolition or construction operation or process or waste which requires handling or extraordinary management at the Disposal Site, including, without limitation, contaminated soil, non-hazardous contaminated materials, containerized ash, wire, dead animals, bulk tanker waste, waste containing free liquids and other wastes that may be covered by a Special Waste Handling Plan for the Disposal Site as approved by DEQ in accordance with the Disposal Site Permit or (iii) any other waste of a character that is significantly different from general mixed residential Solid Waste and that is produced by the commercial, industrial or agricultural operations of a single generator in sufficient quantities to be handled or disposed of by DCL at the disposal site and subject to receipt of a special waste profile and approval by DCL and that may be pursuant to a specially negotiated contract with DCL.

Q. Suspicious Waste means waste which DCL determines or reasonably suspects may be or contains "Unacceptable Waste."

R. Transfer Station(s) shall mean the Transfer Station operated by SC or its Affiliates, Contractors, or Franchisees near Tulelake, Happy Camp, Yreka and Mt. Shasta California.

S. Transportation or Transport shall mean the trucking of Covered Waste loaded on Trailers at the Transfer Station by SC or its Affiliate, Contractor, or Franchisee on Trailers from the Transfer Station to the Disposal Site, all as provided in and subject to the terms and conditions of this Agreement.

T. Unacceptable Waste means any and all waste that is either:

1. Waste which is prohibited from being received at the Disposal Site by state, federal or local law, regulation, rule, code, ordinance, order, permit, or permit condition;
2. Hazardous Waste as defined above; or
3. Is otherwise not defined as Covered Waste hereunder

U. Uncontrollable Circumstances shall mean a "Force Majeure" event or a change of local law, state or federal law or regulation, which has a substantial adverse effect on the ability of DCL or SC to perform their respective obligations hereunder or that has a substantial adverse effect on the operating or capital costs incurred by DCL or SC in connection with the performance of their respective obligations hereunder.

AGREEMENTS

In consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. Disposal of Acceptable Waste

1.1 During the term of this Agreement and in accordance with the terms and provisions hereof SC shall deliver or cause to be delivered and DCL shall, accept for disposal, all Acceptable Waste requiring final disposal that is collected, controlled, transported, handled or owned by SC or any Affiliate, Contractor, or Franchisee, from Siskiyou County, California, utilizing methods of collection, transportation, handling, and disposal permitted under the laws and regulations of local, state, and federal government. SC shall have the use of all available facilities for disposal at the Disposal Site including any available trailer tippers from 7:00 a.m. to 5:00 p.m. Monday through Friday, Saturday's 7 a.m. to 4 p.m. each week. Nothing in this section or Agreement shall restrict SC's or any Affiliate's, Contractor's, or Franchisee's ability to recycle, reduce, reuse, or in any other approved manner, treat or convert for other productive or beneficial use, all or part of the Acceptable Waste collected by SC or any Affiliate, Contractor, or Franchisee.

1.2 DCL provides SC, its Affiliates, Contractors, or Franchises with a license to enter the Disposal Site for the limited purpose of, and only to the extent necessary for, off-loading Covered Waste at the Disposal Site in the manner directed by DCL. Except in an emergency, SC or its Affiliates, Contractors, or Franchisees shall not leave the immediate vicinity of their vehicle. After off-loading Covered Waste, SC or its Affiliates, Contractors, or Franchisees shall promptly leave the Disposal Site. Under no circumstances shall SC or its Affiliates, Contractors, or Franchisees engage in any scavenging of waste or other materials at the Disposal

Site. DCL reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Disposal Site, the conduct of the drivers and others on the Disposal Site premises, and any other matters necessary or desirable for the safe, legal and efficient operation of the Disposal Site including, but not limited to, speed limits on haul roads imposed and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Disposal Site premises. SC and its Affiliates, Contractors, or Franchisees agrees to conform to such rules and regulations as they may be established and amended from time to time. DCL may refuse to accept waste from and shall deny an entrance license to, any of SC or its Affiliates, Contractors, or Franchisees whom DCL believes is under the influence of alcohol or other chemical substances. SC or its Affiliates, Contractors, or Franchisees shall be responsible for damages to property, clean up and disposal costs resulting from any spillage of any materials delivered pursuant to this Agreement and which spillage results from SC or its Affiliates, Contractors, or Franchisees negligence or willful misconduct.

2. Right to Inspect/Reject:

DCL shall not be required to receive, accept, or dispose of any Unacceptable Waste. DCL reserves the right to inspect any and all solid waste or other material delivered to the Disposal Site by SC or its Affiliates, Contractors, or Franchisees for proposed treatment or disposal and DCL may reject any Unacceptable Waste or such Suspicious Waste that DCL reasonably and in good faith, believes would upon disposal, not be consistent with DCL's special waste management or plan, be in violation of local, state, or federal law or regulation or in its' opinion, would present a significant risk to human health or environment or create or expose DCL or SC or any Affiliate's, Contractor's, or Franchisee's to potential liability. SC's and any Affiliates, Contractors, or Franchisees' trucks shall be subject to such inspections and delays only in the same manner as all other trucks coming into the Disposal Site. DCL shall also have the right to reject as "Beneficial Use Waste" any solid waste delivered to the Disposal Site by SC as "Beneficial Use Waste" that DCL, in its sole discretion, determines is not suitable for use or reuse in the construction or operation of the Disposal Site or that DCL determines, in its sole discretion, there is no need for in the construction or operation of the Disposal Site. DCL shall give prompt notice to SC of its decision to reject any Unacceptable or Suspicious Waste or to reject as "Beneficial Use Waste" solid waste delivered to the Disposal Site by SC or any Affiliate, Contractor, or Franchisee and offered by SC or any Affiliate, Contractor, or Franchisee to DCL as "Beneficial Use Waste." SC will have the option upon receiving that notice of (1) immediately picking up the rejected waste or Solid Waste not accepted by DCL as "Beneficial Use Waste"; or (2) paying such reasonable charges for the disposal, cost, expense or liability or the cost of special environmental handling for disposal of such Unacceptable or Suspicious Waste, or, in the case of Solid Waste rejected by DCL as "Beneficial Use Waste", paying the Tipping Fee applicable to Acceptable Waste under Section 4.1 hereof if SC determines to dispose of such Solid Waste at the Disposal Site.

3. Term. The term of this Agreement shall commence on the Effective Date and shall

continue until the earlier of: 1) until June 30, 2029; or 2) until such time as the Dry Creek Landfill no longer has capacity; or 3) DCL or DCL's successor in interest pursuant to Section 17, herein decides in its sole discretion not to dispose of any Solid Waste at the Dry Creek Landfill; or 4) DEQ, or other governmental entity with jurisdiction over the Disposal Site, restricts the disposal of Solid Waste at the Disposal Site, whichever event shall occur first; or (5) until SC terminates as provided in Section 3.1. (the "Initial Term") SC and DCL shall have five (5) options to extend the term for an additional five (5) years each, (each a "Renewal Term") subject to the mutual agreement of the parties and good faith negotiations with respect to any changes in rates for the respective Renewal Term. The Initial Term, together with any Renewal Term(s) shall be referred to as the "Term".

3.1. Termination Without Cause. SC may terminate this Agreement by giving DCL thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. DCL shall be paid for all services completed prior to the effective date of such termination.

4.1 Tipping Fee; for all Acceptable Waste {other than Special Waste}.

4.1.1 Tipping Fee. For all covered waste (other than Specified Waste) that SC is required to deliver or cause to be delivered to the Disposal Site pursuant to the terms of this Agreement SC shall pay a maximum disposal fee of \$37.39 per ton (the "Tipping Fee"), which shall include all charges for operations, closure and post-closure. The parties may mutually agree to adjust the Tipping Fee from time to time by letter Agreement and without the necessity of amending this Agreement. The Tipping Fee provided for in this Section 4.1 shall be payable by SC to DCL for each ton of Covered Waste (other than Special Waste) that SC is allowed to deliver or cause to be delivered to the Disposal Site pursuant to this Agreement.

4.2 Cost of Living Adjustment for Tipping Fee. The Tipping Fee for Covered Waste (other than Special Waste) shall be adjusted annually, during the Term of this Agreement, commencing January 1, 2025, and each January 1st thereafter, at an amount equal to 100% of the percentage increase (if any) in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items (1982-84 = 100) as published monthly by the Bureau of Labor Statistics or its successor for the 12-month period ending October 31 of the preceding year multiplied times the then current Tipping Fee.

4.3 Governmental Charges. Tipping fees, may be surcharged or changed or changed by governmental entities or other entities beyond the control of the parties. In the event the Tipping Fee charged to SC, is surcharged or increased by any mechanism other than a cost of living adjustment calculated in the same manner as the cost of living adjustment provided for in

Section 4.2 hereof, by any governmental entity or otherwise, DCL shall be permitted to pass through to, and SC shall pay for such surcharge or increase provided that DCL provides SC with at least thirty (30) days prior written notice including documentation evidencing such change in law and resulting increase.

4.4 Disposal and Tipping Fee for Special Waste. The tipping fee for disposal of Special Waste at the Disposal Site shall be negotiated in good faith in each instance between the parties hereto. A failure of the parties to successfully negotiate a tipping fee for any particular Special Waste shall have the effect of placing that Special Waste outside the scope of this agreement, in which case SC shall not be required to deliver or cause to be delivered to the Disposal Site, and DCL shall not be required to accept, the Special Waste as to which the parties have failed to agree upon a tipping fee.

During the term of this Agreement, SC shall deliver or cause to be delivered to the Disposal Site and DCL shall accept for disposal at the Disposal Site, all Special Waste as to which the parties have agreed upon a tipping fee and that is collected, controlled, handled, transported or owned by SC or any Affiliates, Contractors, or Franchisees from Siskiyou County, California, utilizing methods of collection, handling, transportation and disposal permitted under the laws and regulations of local, state and federal government. The tipping fee for Special Waste agreed upon by the parties as provided in this Section

4.4 shall be payable by SC to DCL for each ton of Special Waste that SC delivers to DCL pursuant to this Agreement.

With respect to Special Waste(s), SC shall have a continuing obligation to inform DCL of any new information, or information not previously provided to DCL by SC which may affect the acceptability of the Special Waste by DCL. Further, SC shall comply with all DCL requests for evidence of SC's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated waste profiles on the Special Waste(s) offered for disposal, or (ii) providing appropriate certification that the Special Waste being offered for disposal is accurately reflected by the appropriate application, or (iii) re-sample the Special Waste at SC's expense if reasonable cause exists as to its acceptability under the terms of this Agreement, or (iv) allow DCL to re-sample the Special Waste if reasonable cause exists as to its acceptability under the terms of this Agreement (and SC shall be responsible for all costs and expenses associated with such sampling if such Special Waste is determined to be Unacceptable Waste), or (v) all of the above.

4.5 Title to Waste. Title, risk of loss and all other incidents of ownership to Covered Waste shall be transferred from SC to DCL at the time DCL accepts delivery of the Covered Waste at the Disposal Facility.

4.6 Payment. DCL shall, by certified scale, weigh all Covered Waste transported and delivered by SC or its Affiliates, Contractors, or Franchisees to the Disposal Site to determine the number of tons of Covered Waste disposed of each month by SC and its Affiliates, Contractors, and Franchisees at the Disposal Site. On or before the 10th day of each month, DCL shall submit an invoice to SC showing the volume and types of tons of Acceptable Waste and Special Waste disposed of at the Disposal Site in the preceding month and the amount of Tipping Fees owed therefore. SC shall pay DCL the full amount of the invoice within forty-five (45) days after the date of such invoice. In the event of a dispute as to services rendered or payment owed, SC shall pay the undisputed portion of each invoice and the parties shall resolve the dispute as provided in Section 12 below. Payments of undisputed amounts, after the 45-day period, shall be subject to a fee of one percent (1%) monthly on the invoice amount. DCL shall maintain records of the types and weight or volume of SC's Covered Waste disposed of at the Disposal Site and the charges therefor and shall provide copies of such records to SC upon request.

5. Allocation of Risk/Uncontrollable Circumstances.

5.1 Uncontrollable Circumstances. Provided that the requirements of this Section 5 are met, neither party hereto shall be considered in default in the performance of its obligations under this Agreement to the extent that such performance is prevented or impaired by the occurrence of an event of Uncontrollable Circumstances. DCL and SC agree that no other events shall excuse nonperformance of either party of its obligations under this Agreement and no events within the control of the parties, including breakage or accidents to machinery, equipment or other Facilities, shall excuse nonperformance of the parties' obligations under this Agreement.

5.2 Notice of Uncontrollable Circumstances: Suspension of Performance. If, as a result of an event of Uncontrollable Circumstances, either DCL or SC is wholly or partially unable to meet its obligations under this Agreement, then the affected party shall give the other party prompt notice of such event, describing it in reasonable detail. The obligations under this Agreement of the party giving the notice of the event of Uncontrollable Circumstances shall be suspended, other than for payment of monies due, but only with respect to the particular component of obligations affected by the event and only for the period during which the event of Uncontrollable Circumstances exists. The affected party shall use due diligence to resume performance at the earliest practicable time and shall notify the other party when the effect of the event has ceased.

5.3 Right to Resolve Certain Force Majeure Events. Notwithstanding anything to the contrary expressed or implied herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of the particular party involved therein, and such party may make settlement thereof at such time, and on such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive such party of the benefit of this Section 5.

6. Compliance with Laws: Limitations on Access.

6.1 Compliance with Laws. During the term of this Agreement, DCL and SC shall each fully comply with, and SC shall cause each Affiliate, Contractor, or Franchisee delivering Solid Waste to the Disposal Site to fully comply with, all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations that pertain to the handling, loading, storage, transportation, treatment and disposal of Solid Waste in operation of the Disposal Site. DCL and/or SC shall be deemed to be in compliance with laws, ordinances, rules and regulations if they are in timely compliance with any regulatory order, including but not limited to any preliminary assessment, remedial investigation, remedial action or corrective action or any legal appeal or review of such orders or requirements.

7. Limitations on Access. DCL may refuse the right of access to the Disposal Site to SC, its Affiliates, Contractors, or Franchisees and any of their respective employees, agents or subcontractors who violate the reasonable rules and regulations prescribed by DCL or by law, provided that DCL shall give notice to SC of the nature of any violations and all opportunity to cure. In addition, DCL may refuse the right of SC or its Affiliates, Contractors, or Franchisees to deliver and dispose of Solid Waste at the Disposal Site in the event SC is more than forty-five (45) days delinquent in the payment of all or any portion of the Tipping Fees owing by SC.

8. Scope of Operation. DCL shall be responsible for the management, storage, treatment, utilization, processing and final disposal of all Covered Waste accepted by DCL for disposal at the Disposal Site. DCL shall also be responsible to comply with the state and federal requirements to fund and implement closure and post closure maintenance of the Disposal Site until such time as final closure and post closure of the Disposal Site is certified complete by DEQ or other successor regulatory agency with jurisdiction. In performing such functions, DCL shall provide sufficient personnel, equipment and utilities for operation of the Disposal Site in accordance with this Agreement and for closure and post-closure maintenance in accordance with state and federal law.

9. Representations and Warranties.

9.1 SC. SC represents and warrants that (a) all of the waste delivered to the Disposal Site by SC or its Affiliates, Contractors, or Franchisees at the Transfer Station shall conform to the definition of Covered Waste set forth in this Agreement, (b) SC shall, and shall cause its Affiliates, Contractors, and Franchisees and any other carrier and any other non-Affiliate carrier with which it contracts, handle and transport the Covered Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations, and SC and each of its Affiliates, Contractors, or Franchisees has, or will obtain by the Effective Date, all required power and authority (including from any governmental entity pursuant to any applicable franchise agreement) to enter into and be bound by the terms and conditions of this Agreement and to carry out SC's obligations hereunder.

9.2 DCL. DCL represents and warrants that (a) it shall dispose of the Covered Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations, and (b) it has all requisite power (corporate or otherwise) to enter into and be bound by the terms and conditions of this Agreement and to carry out its obligations hereunder.

10. INSURANCE

10.1 DCL Coverage. DCL has obtained and shall maintain during the term of this Agreement Commercial General Public Liability and Property Liability Insurance

(exclusive of environmental impairment coverage) which conforms to the industry standard for landfill operations. Coverage shall include, but not be limited to operations (exclusive of environmental impairment) of DCL. Such insurance shall have limits of not less than:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Bodily Injury or Property Damage	\$1,000,000 each person or occurrence
Policy Aggregate	\$2,000,000

10.2 SC Coverage. SC is self-insured and shall cover liability through its self-insurance program with California State Association of Counties-Excess Insurance Agency (CSAC-EIA). SC agrees to furnish DCL with an endorsement to SC's insurance coverage naming DCL as an additional insured in the amount of Five Million Dollars (\$5,000,000.00). SC shall maintain worker's compensation insurance in force during the term of this Agreement. A certificate evidencing the maintenance of such insurance shall be provided to DCL within ten (10) days of the effective date of this Agreement.

11. Indemnities

11.1 DCL Indemnity. DCL shall defend, indemnify and hold harmless SC and its Affiliates, Contractors, or Franchises their employees, officers, owners, directors, agents and subcontractors, from and against any and all claims, demand, lawsuits, administrative proceedings, liabilities, penalties, fines, forfeitures, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees and expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter (collectively, "Damages") which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury, property damage, or contamination of or adverse effects on the environment, to the extent arising from the breach of any representations and warranties of DCL set forth in this Agreement, or any negligent actions or omissions or willful misconduct of DCL, its employees, officers, owners, directors, agents or subcontractors in the performance of its obligations under this Agreement or in the operation, closure or post-closure of the Disposal Site. The failure of DCL to discover Unacceptable Waste delivered to the Disposal Site by SC or its Affiliates, Contractors, or Franchisees shall not constitute a breach by DCL of this Agreement or any representation or warranty made by DCL herein. Such indemnity shall be limited to exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful misconduct of SC and its Affiliates, Contractors, or Franchises and their employees, officers, owners, directors, agents or subcontractors.

11.2 SC Indemnity. SC shall defend, indemnify and hold harmless DCL, its employees, officers, owners, directors, agents and subcontractors, from and against any and all Damages which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injury, property damage, contamination of or adverse effects on the environment, or other loss, to the extent arising from the breach of any obligations, representations or warranties of SC set forth in this Agreement, or any negligent actions or omissions or willful misconduct of SC, its Affiliates, Contractors, or Franchisees or their agents, employees, officers, owners, directors, or subcontractors in the performance of SC's obligations under this Agreement, or the delivery by SC or its Affiliates, Contractors, or Franchisees of Unacceptable Waste to the Disposal Site (including without limitation, the delivery to the Disposal Site by SC or its Affiliates, Contractors, or Franchisees (including

without limitation Unacceptable Waste that is not discovered by DCL) and the mistaken acceptance thereof by DCL). Such indemnity shall be limited to exclude Damages to the extent they arise as a result of: (a) any negligent actions or omissions or willful misconduct of DCL or its employees, officers, owners, directors, agents or subcontractors; (b) the landfill gas arising from the operation of the Disposal Site; or (c) pollution, contamination or release of chemicals or other substances arising from the operation of the Disposal Site but only to the extent such pollution, contamination or release does not result from Unacceptable Waste delivered to the Disposal Site (including, without limitation, Unacceptable Waste that is not discovered by DCL).

11.3 Defense of Suit. In the event of any suit against any party indemnified under this Section (the "Indemnitee"), the indemnifying party (the "Indemnitor") shall appear and defend such suit provided that the Indemnitor is notified in a timely manner of the suit. In the event a dispute exists over whether a party is entitled to indemnification under this Section 10, each party shall defend itself until the dispute is resolved and upon resolution of such a dispute, the prevailing party shall be entitled to indemnification for its reasonable attorney's fees and expenses whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter.

11.4 Limitations. If any claims indemnified against under this Section 10 have the potential for coverage under any Insurance, then the indemnities set forth in this Agreement shall be limited as follows:

(a) The indemnities under this Section 10 shall apply only to the extent the amount of any indemnified claim exceeds all amounts collectable under any insurance covering such claim. Before pursuing recovery under this indemnity the indemnitee shall exhaust all recovery available for such claim from insurance.

(b) The Indemnitor shall not be obligated to pay for the defense of any claim or suit that any insurer has a duty to defend. If no insurer defends, then the Indemnitor shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to the insured's rights against all insurers with a potential for coverage of such claim.

11.5 Payment. Once the indemnitee has exhausted all recovery under all insurance, the Indemnitor shall pay only the amount of the loss, if any, that exceeds the total amount that all insurance has paid for the loss.

11.6 Insurance. Subrogation. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insurers, nor shall any provision of this Agreement waive or relinquish any subrogation or contribution rights that the parties or their insurers may have against another insurer or other potentially liable party. Any monies received from the insurers shall be used to pay any claims covered by such insurance and reimburse the insured for all reasonable costs and expenses, including reasonable attorneys' fees

and expenses (whether incurred at trial, on appeal, in negotiations or otherwise related to the resolution of such matter), expended by it to seek recovery of sums from its insurers.

12. Default; Opportunity to Cure; Termination .

12.1 Events of Default. The following shall constitute events of default by either party under this Agreement:

- a) breaches of any representations and warranties set forth in this Agreement,
- b) defaults in the performance of any other material obligations under this Agreement, including, without limitation, noncompliance with laws and failure to maintain insurance,
- c) seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession of, the operating equipment of the parties of such proportion as to impair their ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and holidays, or
- d) the filing of a voluntary petition for debt relief or the entry of a decree or order by a court in any involuntary case brought under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect that is not dismissed in 60 days, or the consent to the appointment of or the entry of a decree or order appointing or the taking of possession by a receiver, liquidator, assignee (other than as a party of a transfer of equipment no longer useful or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, or sequestrator (or similar official) of the parties' operating assets, or the making of any general assignment for the benefit of the parties' creditors, or the failure generally to pay debts as they become due or the taking of any action in furtherance of any of the foregoing, or the order for the winding up or liquidation of the affairs of the parties.

12.2 Opportunity to Cure. Termination. If at any time either party determines or becomes aware of an event of default by the other party, the non-defaulting party shall transmit a written notice to the other party as to the nature of such default. Unless the default involves the failure to pay any amounts due under this Agreement (for which the defaulting party shall have ten (10) days to cure such default, but such cure period shall not diminish or otherwise affect SC's obligation to pay, or DCL's right to receive, the late payment penalty provided for in Section 4.5 hereof), the defaulting party shall have thirty (30) days from the receipt of said notice to commence actions to cure said default and a reasonable period of time to cure. If the defaulting party fails to cure the default within a reasonable period of time, the non-defaulting party, in addition to any other remedies it may have hereunder or at law or in equity, shall have the right to terminate this Agreement upon giving written notice. Notwithstanding the foregoing,

either party hereto may request resolution of any dispute or alleged default hereunder pursuant to the provisions of Section 12 of this Agreement.

13. Dispute Resolution.

13.1 Continued Performance. In the event of a dispute arising under this Agreement, the parties shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner.

13.2 In the event of a dispute, SC, through its Public Works Department, will attempt to reach resolution of any disputed matter with DCL. In the event that such dispute is not resolved at this level, SC will attempt to resolve the matter through the County Administrative Officer.

13.3 In the event that resolution is not reached in accordance with paragraph 12.2, the parties may commence litigation.

14. Successors and Assigns.

14.1 This Agreement shall be binding upon the successors and assigns of the parties hereto. No assignment shall be valid and binding which endeavors to relieve the assigning party of any obligations to make payments hereunder which accrued prior to the date of assignment or to which the assignee does not affirmatively agree, in writing, to assume all obligations of the assignor under this Agreement.

15. Amendments. This Agreement may only be amended by a written agreement executed by SC and DCL.

16. Waiver. No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

17. Entire Agreement. This Agreement and any exhibits attached hereto and referenced herein shall represent the entire understanding between the parties and, unless set forth in this Agreement, no representations, statements or agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations undertaken in this Agreement.

18. Change in Law/Regulations. This Agreement is subject to all present and future valid laws and lawful orders of all regulatory bodies, except as otherwise provided herein. Should either of the parties, by force of any such law or regulation, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the party's ability to perform under this Agreement, then the affected party shall notify the other party of this condition.

Unless the parties agree in writing to continue this Agreement within thirty (30) days after the effective date of any such law, rule or order, then the Agreement shall terminate on the 31st day after the effective date of such law, rule or order. Nothing in this Agreement shall prohibit either party from obtaining or seeking to obtain modification or repeal of such law or regulation or restrict either party's right to legally contest the validity of such law or regulation. DCL shall not be considered in breach of this Agreement during such time as DCL is contesting or appealing any notice of violation, ordinance, rule, regulation or law.

19. **Confidentiality of Terms of Agreement.** To the extent permitted by law, the terms and conditions of this Agreement shall be and remain confidential and shall not be disclosed by DCL or SC to any other person other than in confidence to employees of DCL or SC, legal counsel to DCL or SC, financial advisors to DCL or SC or independent certified public accountants to DCL or SC who are reasonably determined by the party disclosing the terms hereof to have a need to know the disclosed terms; *provided that* nothing herein shall prevent a party from supplying information about the terms of this

Agreement as required by a governmental authority or in order for a party to satisfy its legal obligations (prompt written notice of which shall be given by the disclosing party to the other party), nor shall this provision prevent a party from disclosing the terms of this Agreement in any arbitration, mediation or other legal proceeding involving a dispute between the parties to which the terms of this Agreement are relevant.

20. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon including any regulation, ordinance, or other requirements of any governmental agency having jurisdiction over the Disposal Site. The venue for any action in connection with this Agreement shall be Jackson County, Oregon.
22. **Execution by Fax.** A faxed copy of this Agreement bearing copied signatures will act as an original. Original signatures will be provided as soon as practicable after execution.
23. **Notices.** All notices required or provided for under this Agreement shall be in writing and shall be effective if delivered personally or sent by certified or registered mail with postage prepaid, or by overnight carrier addressed as follows:

If to SC, addressed to:

Director of Public Works
190 Greenhorn
Yreka, CA 96097

And to: Siskiyou County Counsel
P. O. Box 659
Yreka, CA 96097

If to DCL, address to:

Jenifer Stuber
District Manager,
Dry Creek Landfill, Inc.
One West Main, Suite 401
Medford, Oregon 97501
Email: jstuber@drycreeklandfill.com

and to: Dane Johnson
District Controller,
Dry Creek Landfill, Inc.
One West Main, Suite 401
Medford, OR 97502
Email: DJohnson@roguedisposal.com

Process

or to such other address as any party shall specify by written notice so given. Any notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail. Any notice or communication given by personal delivery or sent by overnight carrier or confirmed facsimile shall be deemed given upon receipt.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

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

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Date: 5/29/24

CONTRACTOR: Dry Creek landfill, Inc

Gary Penning

Gary Penning, Director of Governmental

Date: 5/29/2024

Jenifer Stuber

Jenifer Stuber, District Manager

License No.: DEQ-190
(Licensed in accordance with an act providing for the registration of contractors)

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

TAXPAYER I.D. 93-1010981

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
5350	404010	728210 Tulelake	
5350	404010	728152 Happy Camp	
5350	404010	728220 Black Butte	
5350	404010	728230 Oberlin Road	

Encumbrance number (if applicable): NA

If not to exceed, include amount not to Exceed rate: \$0.01

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Exhibit A

The Customer Price Index (CPI) will update rate annually.
Dry Creek will send County an updated letter noticing of the current increase.
Attached hereto is an Example letter

In Process

Example Annual CPI letter

January 1, 2025

Mr. Steven Serdahl
Siskiyou County Department of Public Works
190 Greenhorn Road
Yreka, CA 96097

Dear Steven:

As per the Solid Waste Disposal Agreement for Landfill Disposal Services between Siskiyou County and Dry Creek Landfill, Inc., the agreement provides that the rates charged shall be adjusted each year by 100% of the yearly change in the Consumer Price Index. These documents refer, and instruct us, to utilize the Consumer Price Index listed in the Agreements.

As reported by the U.S. Bureau of Labor Statistics, the CPI-U (All Urban Consumers – U.S. City Average, 1982-84 = 100) for October 2023 was 307.67 and for October 2024 was 315.17. This equates to an increase of 2.44%.

The new tip fee of \$47.00 per ton will be effective January 1, 2025. The new rate of \$47.00 when all discounts are applied will be \$38.31. Please call if you have any questions concerning this matter.

Sincerely,
DRY CREEK LANDFILL, INC.



Garry L. Penning
Director of Governmental Affairs & Marketing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 4675 MacArthur Court Suite 750 Newport Beach CA 92660	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Certificate Unit</td> </tr> <tr> <td>PHONE (A/C. No. Ext): (949)474-1550</td> <td>FAX (A/C. No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: WCNCerts@epicbrokers.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">NAIC # 22667</td> </tr> <tr> <td>INSURER B : ACE Property and Casualty Insurance Co</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Certificate Unit		PHONE (A/C. No. Ext): (949)474-1550	FAX (A/C. No):	E-MAIL ADDRESS: WCNCerts@epicbrokers.com		INSURER(S) AFFORDING COVERAGE		INSURER A : ACE American Insurance Company	NAIC # 22667	INSURER B : ACE Property and Casualty Insurance Co	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Dry Creek Landfill, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380																					

COVERAGES **CERTIFICATE NUMBER:** 2029637175 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G47346356	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			ISA H10757332	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XEU G27614620 009	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C50723069 (AOS)	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$ 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Siskiyou County Attn: Amanda Campbell 190 Greenhorn Road Yreka CA 96097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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