

# Appendix C

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Road Damage and Maintenance  
Agreement Between the  
County of Solano and Recology  
Hay Road (July 25, 2016)

## **ROAD DAMAGE FEE AND MAINTENANCE AGREEMENT BETWEEN THE COUNTY OF SOLANO AND RECOLOGY HAY ROAD**

**WHEREAS**, Solano County (COUNTY) has issued use permit U-11-09 to Recology Hay Road (PERMITTEE) for the operation of the landfill located on 6426 Hay Road in Solano County with conditions of approval; and

**WHEREAS**, condition of approval 31.d and 34.j requires PERMITTEE to make certain revisions to the existing Agreement for road damage and reimbursement for litter pick up respectively; and

**WHEREAS**, the use of Midway Road, Fry Road, Lewis Road, and Hay Road for the transportation of all material (municipal waste, non-municipal waste, recyclables, soil for daily cover etc.) bound for Recology Hay Road will create additional damage and maintenance to said roads.

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. PERMITTEE agrees that, consistent with ongoing practices, the haul route for all vehicles operated by Recology Vacaville Solano shall be along the following roads unless otherwise approved or directed by the Department of Resource Management in writing: All Recology Vacaville Solano truck traffic shall be confined to the route of Leisure Town Road in the City of Vacaville, to Fry Road (County), to Lewis Road (County), to Hay Road (County), to Recology Hay Road.

Vehicles operated by PERMITTEE or haulers who have a written agreement with Recology Hay Road (collectively, "RECOLOGY VEHICLES") shall travel the route of Midway Road to State Highway 113, to Hay Road, to Recology Hay Road.

Third party truck traffic has been observed using Weber Road, to Lewis Road, to Hay Road to Recology Hay Road. Therefore, segments of Weber Road and Lewis Road shall be included in the road damage calculations for truck damage to the road occurring up to the date of the signing of this Agreement and for future truck damage upon confirmation by the County due to these impacts.

2. PERMITTEE agrees that all empty RECOLOGY VEHICLES shall return along the same route used to enter the landfill.
3. PERMITTEE agrees to check for and pick up litter on a weekly basis or more frequently as needed in PERMITTEE's discretion, on the following roads: Vanden Road from Peabody Road to Canon Road, Canon Road from Vanden Road to North Gate Road, North Gate Road from Canon Road to McCrory Road, McCrory Road from North Gate Road to Meridian Road,

Meridian Road from McCrory Road to Hay Road, Hay Road from Meridian Road to Lewis Road, Lewis Road from Midway Road to Fry Road, and Midway Road from Interstate 80 to State Route 113.

If COUNTY identifies litter on roads used by PERMITTEE, COUNTY may immediately notify PERMITTEE and request its removal. PERMITTEE shall respond and remove such litter within twenty four (24) hours of receiving notification; otherwise COUNTY may remove such litter and be reimbursed by PERMITTEE for all attributed costs.

4. PERMITTEE shall pay COUNTY an annual road damage fee reflecting the impacts upon county roads by all vehicles depositing waste at PERMITTEE's facilities on Hay Road. Fees began to accrue as of January 1, 2013. On or before March 15, 2016, PERMITTEE shall report to COUNTY actual tons hauled from January 1, 2013 through December 31, 2015. On or before January 15, 2017, and annually by January 15 each year thereafter, PERMITTEE shall report to COUNTY actual tons hauled over the previous calendar year.

Commencing in 2017, COUNTY shall determine the fees payable each year by February 1 and shall invoice PERMITTEE for the fee amount. The fee shall be payable within 30 days of invoice from COUNTY.

Fees shall be paid for years in arrears (2013 and 2014) after execution of this Agreement, and within 30 days of invoice from COUNTY.

The annual fee shall be based on the estimated cost, as determined by the COUNTY, for increased maintenance costs and to reconstruct the portions of the roads used as haul routes to current standards. The annual fee for the Agreement for years 2013 through the first reporting period discussed in Section 5 and until this Agreement is amended, is set at \$0.43 per ton hauled based upon an Equivalent Single Axle Load Analysis (Attachment A) over a twenty year cycle of the roads impacted by PERMITTEE, as determined by COUNTY.

The fee collected shall be placed in an account used solely for repairs and road reconstruction to current standards of the roads for those portions of the roads used to haul materials to PERMITTEE's facilities.

5. Every five years, COUNTY will produce a report that analyzes the appropriateness of the road damage fee. The report shall contain an accounting of the fees received, an analysis of the health of the haul roads listed in section 1, a detailed description of the maintenance activities performed with the funds over the past five years, the current cost of construction in units of dollars per ton, and a discussion of the fund balance along with a five year projection of maintenance, repair, and reconstruction needs to roads in section 1. The report will ensure that

the fee is correctly calculated such that PERMITTEE is not over-assessed fees and COUNTY is being appropriately compensated for the additional road costs. The first report will be completed by January 15, 2018. The COUNTY's road damage fee accounting ledgers shall be available at any time to PERMITTEE upon request.

6. To guarantee PERMITTEE performance as defined in section 3 and 4 above, PERMITTEE shall furnish security in the form of a bond, letter of credit, assigned savings account or other security acceptable to COUNTY. The security shall be in the penal sum of five hundred thousand dollars (\$500,000).
7. In the event PERMITTEE fails to make the annual payment required under this Agreement, within 30 days of receiving the COUNTY's invoice, the COUNTY will send PERMITTEE a second invoice. In the event PERMITTEE fails to make the annual payment required under this Agreement within 30 days after receiving the second invoice, interest on the amount owed shall begin to accrue at the County pool rate annually, and the COUNTY's Director of Resource Management may declare the security deposited by PERMITTEE, together with any accrued but unpaid interest, forfeited to the extent necessary to make such payment, and may take whatever action is required to liquidate such security and collect for COUNTY the amount due, without further legal process. COUNTY may also pursue all legal remedies available to it and may recover reasonable attorney's fees in the event that suit is necessary to collect annual impact fees.
8. COUNTY'S Director of Resource Management shall be permitted to change the route or stop the operation under the use permit for reason of public safety, public complaint, public convenience, violation of traffic laws by truckers, and/or damage to county roads.

This Agreement was entered into this 25<sup>th</sup> day of July, 2016.

COUNTY OF SOLANO

RECOLOGY HAY ROAD



Bill Emlen  
Director of Resource Management



Michael J. Sangiacomo  
President and Chief Executive Officer

Approved as to form:



Lori Mazzella  
Deputy County Counsel

**Recology.**  
Reviewed by:  
EMK  
Legal