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FIFTEENTH AMENDMENT TO AGREEMENT FOR OPERATION OF REDWAY TRANSFER STATION.

This Fifteenth Amendment to the Agreement for Operation and Maintenance of the Redway Transfer Station dated June 22, 2010, by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "COUNTY," and Recology Eel River, formerly known as Eel River Disposal and Resource Recovery, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of June 2, 2026.

RECITALS

WHEREAS, on June 22, 2010, COUNTY and Eel River Disposal and Resource Recovery, Inc. ("ERD") entered into an agreement to operate and maintain the Redway Transfer Station ("Operation and Maintenance Agreement") for the purpose of collecting, transporting, processing and disposing of solid waste and source separated recyclable materials from May 1, 2010 to June 30, 2029; and

WHEREAS, Recology Inc. acquired all outstanding shares of ERD and merged it into Recology Eel River, assuming control over ERD's operations effective September 1, 2017; and

WHEREAS, the parties desire to amend the Operation and Maintenance Agreement to adjust the compensation payable to CONTRACTOR for the collection, transportation, processing and disposal of solid waste and source separated recyclable materials pursuant to said Operations and Maintenance Agreement.

NOW THEREFORE, the parties mutually agree as follows:

Section 16(A) – Payment to Contractor of the Operation Agreement is hereby deleted in its entirety and replaced with the following:

16. PAYMENT TO CONTRACTOR

A. Payment Amount. COUNTY shall pay CONTRACTOR fixed annual payments as specified in the Site Price Form in Exhibit 1-A for the periods July 1, 2025 to June 30, 2026 and July 1, 2026 to June 30, 2027. The Payment amounts shall be calculated as specified in Exhibit 1-B.

The total annual amount payable to CONTRACTOR, as may be modified pursuant to the provisions of this Section or Sections 17, 18, or 19, shall be known as the "Payment Amount." Payment shall be made in twelve (12) equal monthly installments, according to the procedure set forth in Section 16(B). If any alternate disposal site or sites are designated, the Payment Amount shall be adjusted as provided for in Section 18(C) of this agreement.

If Gate fees or Disposal Rates are changed, the Payment Amount shall be adjusted as provided for in Sections 17(B) or 18(B) of this Agreement.

1. The Maintenance and Operation Agreement is hereby amended to delete Exhibit 1-A – Redway Transfer Station and Recycling Center Site Price Form ("Exhibit 1-A"), and replace it in its entirety with the revised version of Exhibit 1-A that is attached hereto and incorporated herein by reference. The modified version of Exhibit 1-A attached hereto shall supersede any and all prior versions

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thereof as of the effective date of this Fifteenth Amendment.

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2. The Maintenance and Operation Agreement is hereby amended to delete Exhibit 1-B – Formula to Calculate Payment Amount ("Exhibit 1-B"), and replace it in its entirety with the revised version of Exhibit 1-B that is attached hereto and incorporated herein by reference. The modified version of Exhibit 1-B attached hereto shall supersede any and all prior versions thereof as of the effective date of this Fifteenth Amendment.

3. The Maintenance and Operation Agreement is hereby amended to delete Exhibit 2 – Standard of Fee Collection ("Exhibit 2") and replace it in its entirety with the revised version of Exhibit 2 that is attached hereto and incorporated herein by reference. The modified version of Exhibit 2 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Fifteenth Amendment.

4. The Maintenance and Operation Agreement is hereby amended to delete Exhibit 3 – List of Fees and Charges for Recyclable Materials Accepted at Site ("Exhibit 3"), and replace it in its entirety with the revised version of Exhibit 3 that is attached hereto and incorporated herein by reference. The modified version of Exhibit 3 attached hereto shall supersede any and all prior versions thereof as of the effective date of this Fifteenth Amendment.

5. Except as modified herein, the Maintenance and Operation Agreement dated June 22, 2010, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Fifteenth Amendment and the original Operation and Maintenance Agreement, or any prior amendments thereto, the provisions of this Fifteenth Amendment shall govern.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties hereto have entered into this Fifteenth Amendment as of the dates indicated below.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREAURER.

RECOLOGY EEL RIVER:

By: Gordon Heneweer _____ Date: August 27, 2026
Gordon Heneweer
Chief Financial Officer

By: Cary Chen _____ Date: August 26, 2026
Cary Chen
President and Corporate Secretary

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Mike Wilson - Chair
Humboldt County Board of Supervisors

INSURANCE CERTIFICATES APPROVED:

By: _____ Date: 09/23/2026
Risk Management

LIST OF EXHIBITS:

Exhibit 1-A – Southern Container Sites Price Form
Exhibit 1-B – Formula to Calculate Payment Amount
Exhibit 2 – Standard of Fee collection
Exhibit 3 – List of Fees and Charges for Recyclable Materials Accepted at Sites

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Exhibit 1-A
REDWAY TRANSFER STATION AND RECYCLING CENTER
Effective July 1, 2025

A	B	C	D	E	F	G	H	I	J	K
Site	**Tons***	**Site Costs****	**Environmental Liability Insurance Cost**	**Haul Costs**	**Disposal Costs**	**Overhead & Profit 25% C+E**	**RCY Processing Costs******	**Total Operating Cost**	**Contract Revenue**	**Net County Cost**
Redway Transfer Station Total:	3,107.35 from ERD	$ 355,978 from ERD	$ 631 Annual Fee	$ 56,772 tons x haul cost per ton	$ 500,773 tons x tipping fee	$ 103,188	$ 2,552 tons x processing costs per ton	$ 1,019,893 C+D+E+F+G+H	$ 562,430 tons x fee per ton	$ 457,463 Oper Cost less Revenue

	FY 25/24	**Proposed FY 26/25**
CPI Adjustment Factor		2.6870%
ERD Tipping Fee**	156.94	$ 161.16
Hourly Haul Rate**	118.64	$ 121.83
Haul Cost Per Ton	17.79	$ 18.27
Fee per ton (County Fee Schedule)	181.00	$ 181.00

Site Cost per Hour:	
Site Cost	$ 355,978
divided # weeks/yr	52
divided # hrs/week	41
	$ 166.97

Total Six Month Payment from County:	
Net County Cost	$ 456,831.79
Environmental Liability Insurance	$ 630.88
	$ 456,200.91
divided by mos./yr.	12
Monthly Payment from County	$ 38,016.74

*Tons used are MSW tons from January to December 2024
**Subject to annual CPI adjustment; includes the following fees: Weights & Measures, Water Board, Toxic Substances & Department of Health Permit for Redway.

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Exhibit 1-A - RCY Supplement
REDWAY TRANSFER STATION AND RECYCLING CENTER
Effective July 1, 2025

Redway Transfer RCY Ton (FY24)		16.58
RCY Processing Fee	$	153.90
Total RCY Processing Fee	$	2,551.66

Add to column E - Disposal Costs on Exhibit 1-A.

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Exhibit 1-A
REDWAY TRANSFER STATION AND RECYCLING CENTER
Effective July 1, 2026

A	B	C	D	E	F	G	H	I	J	K
Site	**Tons***	**Site Costs****	**Environmental Liability Insurance Cost**	**Haul Costs**	**Disposal Costs**	**Overhead & Profit 25% C+E**	**RCY Processing Costs******	**Total Operating Cost**	**Contract Revenue**	**Net County Cost**
Redway Transfer Station Total:	2,931.40 from ERD	$ 367,680 from ERD	$ 613 Annual Fee	$ 54,964 tons x haul cost per ton	$ 483,095 tons x tipping fee	$ 105,661	$ 2,463 tons x processin costs per ton	$ 1,014,475 C+D+E+F+G+H	$ 530,583 tons x fee per ton	$ 483,891 Oper Cost less Revenue

	FY 26/25	**Proposed FY 27/26**
CPI Adjustment Factor		2.2281%
ERD Tipping Fee**	161.20	$ 164.80
Hourly Haul Rate**	121.85	$ 124.60
Haul Cost Per Ton	18.30	$ 18.75
Fee per ton (County Fee Schedule)	181.00	$ 181.00
Site Cost per Hour:		
Site Cost		$ 367,680
divided # weeks/yr		52
divided # hrs/week		41
		$ 172.46
Total Six Month Payment from County:		
Net County Cost		$ 483,278.35
Environmental Liability Insurance		$ 613.04
		$ 482,665.31
divided by mos./yr.		12
Monthly Payment from County		$ 40,222.11

*Tons used are MSW tons from January to December 2025
**Subject to annual CPI adjustment; includes the following fees: Weights & Measures, Water Board, Toxic Substances & Department of Health Permit for Redway.

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Exhibit 1-A - RCY Supplement
REDWAY TRANSFER STATION AND RECYCLING CENTER
Effective July 1, 2026

Redway Transfer RCY Ton (CY25)		13.70
RCY Processing Fee	$	179.77
Total RCY Processing Fee	$	2,462.85

Add to column E - Disposal Costs on Exhibit 1-A.

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Exhibit 1-B

Formula to Calculate Payment Amount:

Contract Revenue Less Total Operating Cost = Net County Cost or Payment Amount

Where:

Contract Revenue	=	Tonnage X Fee Per Ton (Column I of Site Price Form)
Less		
Total Operating Cost	=	Site Cost + Environmental Liability Insurance Premium + Haul Cost + Disposal Cost + Overhead Profit as described below:
		Site Cost Provided By CONTRACTOR at the beginning of this Agreement (Column C of the Site Price Form)
		Add
		Environmental Liability Insurance Premium, if coverage is provided by COUNTY (Column D of the Site Price Form)
		Add
		Haul Cost equals the Tonnage X Haul Cost after CPI adjustment (Column E of the Site Price Form)
		Add
		Disposal Cost equals the Tonnage X Disposal Cost per ton (Column F of the Site Price Form)
		Add
		Overhead Profit which is 25% of Site Cost plus Haul Cost (Column G of Site Price Form)
		Add
		RCY Processing Costs per HWMA Contract X RCY tons (Column H of Site Price Form)

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Redway Transfer Station

Exhibit 2

Standard of Fee Collection

A. Based on current fees:		$20.00	minimum
	$	181.00	per ton

B. And the following assumptions:

average weight of a 30-gallon can = 40#
average weight of a cubic yard = 267#

C. All fees will be charged and collected by weight, rather than volume, which may be charged at $20. Initial per ton disposal rate shall be $181 per ton. Minimum fee for all loads paid by weight shall be $20, based on 100#.

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Redway Transfer Station

Exhibit 3

List of Fees and Charges for Materials Accepted at Sites

Material Type	Cost per Unit	Conditions of Acceptance
Debris (per ton)	$ 181.00	$12 minimum
Metal (per ton)	$ 181.00	$12 minimum
Brush & Wood (per ton)	$ 140.00	$12 minimum
Recyclable Material (per ton)	$ -	
TVs or Monitors (each)	$ 25.00	
Appliance with freon (each)	$ 25.00	
Other appliances (each)	$ 20.00	
Car Batteries (each)	$2.00	
Oil (each)	$ 0.25	per gallon (5g daily max)
Oil Filters (small, each)	$ 0.50	
Oil Filters (large, each)	$ 0.75	