

RESOLUTION 26-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELL CANYON COMMUNITY SERVICES DISTRICT DETERMINING THAT THE AWARDING OF A CONTRACT FOR “TRASH, RECYCLING MATERIALS AND ORGANIC WASTE COLLECTION, PROCESSING AND DISPOSAL” TO G.I. INDUSTRIES DBA WASTE MANAGEMENT (“PROJECT”) IS NOT A “PROJECT” UNDER THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) OR IS EXEMPT FROM CEQA AND APPROVING THE PROJECT

WHEREAS, on March 9, 2026, the Bell Canyon Community Services District (“District”) issued a “Request for Proposals (RFP) for District Solid Waste Collection, Disposal, and Recycling Services for Bell Canyon Community Services District” (“RFP”);

WHEREAS, the District received proposals from American Reclamation, Inc., (“American Reclamation”), Arakelian Enterprises, Inc. dba Athens Services (“Athens”) and G.I. Industries dba Waste Management (“Waste Management”) before the April 6, 2026, 2:00 p.m. RFP deadline;

WHEREAS, in accordance with the RFP, District’s staff reviewed and evaluated the proposals submitted by American Reclamation, Athens and Waste Management;

WHEREAS, in accordance with the RFP, at the April 20, 2026, meeting of the District’s Board of Directors (“Board”), the Board reviewed and evaluated the proposals submitted by American Reclamation, Athens and Waste Management, selected the proposal submitted by Waste Management, and directed the District’s General Manager to negotiate a form of a contract with Waste Management for the Board’s consideration at a future Board meeting;

WHEREAS, the contract for “Trash, Recycling Materials and Organic Waste Collection, Processing and Disposal” (“Contract”), attached as Exhibit “A” hereto, has been negotiated between the District’s General Manager and Waste Management;

WHEREAS, the proposed Project includes, but is not limited to, the following:

- a. Weekly Trash Collection;
- b. Prohibited Container Contaminants Removal and Collection (Independently agreed to between District residents and Waste Management);
- c. Collection and Disposal of Trash;
- d. Curbside Recycling;
- e. Organic Waste Recycling;
- f. Community Cleanups;
- g. Additional Residential Services Upon District’s Residents Request;

- h. Manure Recycling Service;
- i. Educational/outreach Materials and Service Notices to District Residents;
and
- j. District Facilities (weekly trash collection and disposal services, curbside recycling, and organic waste recycling to District facilities);

WHEREAS, the District reviewed the provisions of the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.);

WHEREAS, "Project" is defined in Public Resources Code Section 21065 as follows:

"'Project' means an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and which is any of the following:

- (a) An activity directly undertaken by any public agency.
- (b) An activity undertaken by a person which is supported, in whole or in part, through contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.
- (c) An activity that involves the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.";

WHEREAS, CEQA Guidelines Section 15378(b) provides:

"Project does not include:

- (1) Proposals for legislation to be enacted by the State Legislature;
- (2) Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making (except as they are applied to specific instances covered above);
- (3) The submittal of proposals to a vote of the people of the state or of a particular community that does not involve a public agency sponsored initiative. (*Stein v. City of Santa Monica* (1980) 110 Cal.App.3d 458; *Friends of Sierra Madre v. City of Sierra Madre* (2001) 25 Cal.4th 165);
- (4) The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.[sic]
- (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.";

WHEREAS, the proposed Project is a continuing administrative or maintenance activity of the District and a District administrative activity that will not result in direct or indirect physical changes in the environment;

WHEREAS, CEQA contains several categorical exemptions from CEQA;

WHEREAS, the CEQA Guidelines Section 15301 (Class 1 Existing Facilities) categorical exemption provides in part that it “consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use [...] The key consideration is whether the project involves negligible or no expansion of use.”;

WHEREAS, the CEQA Guidelines Section 15308 (Class 8 Actions by Regulatory Agencies for Protection of the Environment) categorical exemption “consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.”;

WHEREAS, CEQA also provides, in CEQA Guidelines Section 15061(b)(3), that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA;

WHEREAS, the District has reviewed the proposed Project and determined that the proposed Project is not a “Project” as defined in CEQA and the CEQA Guidelines as set forth in CEQA Guidelines Section 15378(b);

WHEREAS, alternatively, if the proposed Project is a “Project” as defined in CEQA and the CEQA Guidelines, the District has reviewed the proposed Project and determined that the proposed Project is categorically exempt from further CEQA review pursuant to CEQA Guidelines Section 15301 (Class 1 Existing Facilities) and CEQA Guidelines Section 15308 (Class 8 Actions by Regulatory Agencies for Protection of the Environment) because the proposed Project consists of 1) the operation, of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, 2) the operation of facilities of publicly owned utilities used to provide public utility services, involving negligible or no expansion of existing or former use, and 3) actions taken by the District to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment, in accordance with the District’s regulatory powers;

WHEREAS, the District has reviewed the proposed Project and determined that the proposed Project is also exempt pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the proposed Project may have a significant effect on the environment because it consists solely of continued operations;

WHEREAS, CEQA Guidelines Section 15300.2 sets forth the following exceptions to categorical exemptions:

“(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located--a project that is ordinarily insignificant

in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.”;

WHEREAS, the District has reviewed the proposed Project and determined that none of the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply; and

WHEREAS, the District’s staff recommends that the Board approve the proposed Project awarding the Contract to Waste Management.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BELL CANYON COMMUNITY SERVICES DISTRICT does hereby resolve, determine, find, declare and order as follows:

- 1) The above recitals are true and correct.
- 2) The proposed Project is not a “Project” as defined in CEQA and the CEQA Guidelines as set forth in CEQA Guidelines Section 15378(b) because the proposed Project is a continuing administrative or maintenance activity of the District and a District administrative activity that will not result in direct or indirect physical changes in the environment.

EXHIBIT A
(CONTRACT)

- 3) If the proposed Project is a "Project" as defined in CEQA and the CEQA Guidelines, then the proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 Existing Facilities) and CEQA Guidelines Section 15308 (Class 8 Actions by Regulatory Agencies for Protection of the Environment) because the proposed Project consists of 1) the operation, of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, 2) the operation of facilities of publicly owned utilities used to provide public utility services, involving negligible or no expansion of existing or former use, and 3) actions taken by the District to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment, in accordance with the District's regulatory powers.
- 4) The proposed Project is also exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the proposed Project may have a significant effect on the environment because it consists solely of continued operations.
- 5) None of the exceptions to the CEQA Guidelines Section 15301 (Class 1 Existing Facilities), and CEQA Guidelines Section 15308 (Class 8 Actions by Regulatory Agencies for Protection of the Environment) categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply.
- 6) The proposed Project is approved and the District's General Manager is authorized and directed to execute the Contract and carry out the Project.
- 7) The District's General Manager, or his designee, is authorized and directed to file a Notice of Exemption for the Project in accordance with CEQA.

PASSED AND ADOPTED on the 25th day of June, 2026, by the following vote:

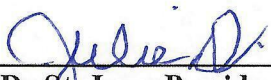
AYES: JULIE DE ST. JEAN, SHELBY LINKA, NORTON ALDERSON

NOES:

ABSENT: ADRIENNE BRUTSMAN, PETER MACHUGA

ABSTAIN:

ATTEST:


Julie De St. Jean, President of the Board

ATTEST:


Walter Kelly, Secretary of the Board

I, Walter Kelly, General Manager of the Bell Canyon Community Services District, Ventura County, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Board of Directors of the Bell Canyon Community Services District on the date and by the vote indicated herein.

CONTRACT NO. _____
**TRASH, RECYCLING MATERIALS AND ORGANIC WASTE
COLLECTION, PROCESSING AND DISPOSAL AGREEMENT**

THIS AGREEMENT ("*Agreement*") is effective as of July 1, 2026, between Bell Canyon Community Services District, a public entity ("*District*") and G.I. Industries, a Utah corporation ("*Contractor*").

RECITALS

A. Pursuant to California Government Code section 61100(c), District may provide for the collection or disposal of garbage or refuse matter. District's Ordinance No. 88-001 as amended by Ordinance No. 91-002, as amended and restated by Ordinance No. 96-003, as amended and restated by Ordinance No. 99-01, and as amended and restated by Ordinance No. 99-04, as amended by Ordinance No. 23-01 (hereinafter "*Ordinance*") governs the collection, removal and disposal of garbage and refuse within the District. Sections 20 and 21 of the Ordinance provide that the District may enter into a contract with any person to provide standard weekly trash removal and disposal services for residents of the District.

B. In accordance with California Public Resources Code Section 40059(a)(2), the Board of Directors of the District has determined that the public health, safety, and welfare require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection, transportation, recycling, processing, and disposal of solid waste, and for other related services.

C. In addition to weekly trash removal and disposal services, District desires and Contractor shall provide curbside and organic waste recycling services and other additional services as specified on Exhibit A ("*Additional Services*"), to District residents on the terms and conditions outlined herein.

D. The parties desire to enter into this Agreement for the provision of these services.

E. District and Contractor previously entered into agreements effective February 1, 2006, February 1, 2011, February 1, 2016, February 1, 2021, and February 1, 2026, for these services. This Agreement replaces and supersedes the previous Agreements.

NOW, THEREFORE, pursuant to the mutual terms, conditions and covenants contained in this Agreement, the parties agree as follows:

Section 1. Agreement. District contracts with Contractor and Contractor agrees to provide curbside trash, recycling materials and organic waste collection, processing and disposal services, as well as the Additional Services, for residents of the District pursuant to the terms and conditions herein, District's Ordinance, and the District rules and regulations promulgated thereunder.

Section 2. Incorporation of District Ordinance by Reference. The terms of the District's Ordinance are incorporated by reference as though fully set forth herein. Contractor agrees to comply with all provisions of the Ordinance regulating or affecting Contractor's operations. If the provisions of the Ordinance conflict with the terms of this Agreement, the

provisions of the Ordinance shall supersede the terms of this Agreement.

Section 3. Term of Agreement. The term of this Agreement shall commence July 1, 2026, and shall terminate June 30, 2031, unless earlier terminated in accordance with the provisions of this Agreement.

Section 4. Services to be Performed by Contractor.

a. Weekly Trash Collection. Contractor at its expense shall provide all labor, materials and equipment necessary to perform weekly trash collection and disposal services for all eligible District residents. Contractor acknowledges and agrees to comply with all contract conditions contained in Section 23 of the District's Ordinance. Contractor at its expense shall supply an approximately ninety-six (96) gallon container, emptied weekly, to each eligible residence, and shall supply District with regular quarterly reports, in a format acceptable to District, which District may utilize for AB 939 and SB 1383 reporting purposes. The cost for each residential property per month, regardless of its location within the District, shall be included in the Base Rate, to be paid by District in accordance with the provisions of Section 5.

b. Prohibited Container Contaminants. Contractor shall not be required to remove or collect from any residential property "Prohibited Container Contaminants" as defined by Section 3 of the Ordinance. Contractor may independently agree with District residents to remove for disposal Prohibited Materials for such compensation as independently agreed upon between Contractor and the resident. Contractor hereby releases District from any liability for payment of any such sums which may become due as a result of independent agreement between Contractor and District residents.

c. Collection and Disposal. Contractor shall collect and dispose of trash using those methods prescribed by the District. Contractor shall dispose of the trash at a legal landfill site selected by the Contractor outside of the District's boundary. The cost for each residential property per month, regardless of its location within the District, shall be included in the Base Rate, to be paid by District in accordance with the provisions of Section 5.

d. Curbside Recycling. In addition to weekly trash collection and disposal services, Contractor shall also provide curbside recycling service on a weekly basis to District residents. Contractor at its expense shall supply an approximately ninety-six (96) gallon container, emptied weekly, to each eligible residence, and shall supply District with regular quarterly reports, in a format acceptable to District, which District may utilize for AB 939 and SB 1383 reporting purposes. The cost for each residential property per month, regardless of its location within the District, shall be included in the Base Rate, to be paid by District in accordance with the provisions of Section 5.

e. Organic Waste Recycling. In addition to weekly trash collection and disposal services and curbside recycling services, Contractor shall also provide weekly organic waste recycling service to District residents. Contractor at its expense shall supply an approximately

ninety-six (96) gallon container, emptied weekly, to each eligible residence, and shall supply District with regular quarterly reports, in a format acceptable to District, which District may utilize for AB 939 and SB 1383 reporting purposes. The cost for each residential property per month, regardless of its location within the District, shall be included in the Base Rate, to be paid by District in accordance with the provisions of Section 5.

f. Community Cleanups. On two (2) dates per year, in the spring and fall seasons, to be mutually agreed upon by District and Contractor, Contractor shall provide containers for unlimited bulky item collection and disposal for eligible residents, without additional charge to the District or residents. Should the District require Contractor to provide any support staff for such events, then Contractor shall invoice the District for the cost of such services on an hourly basis.

g. Additional Residential Services. Contractor shall make Additional Services available to residents, upon residents' request, at the rates as specified in Exhibit A, as may be adjusted under this Agreement, which is incorporated as though fully set forth herein by this reference. Such special collection arrangements must meet reasonable safety criteria as established by Contractor at its discretion. Payments for these special collection arrangements are made pursuant to agreement between Contractor and the resident; District is not responsible for such costs or charges.

h. Manure Recycling Service. If any District residents elect manure recycling service as provided by Exhibit A and subsection g above, the Contractor shall use all reasonable efforts to cause horse manure generated within the District to be diverted from the waste stream and be recycled. Customers shall place manure into the organic waste container. Contractor shall supply District with regular quarterly reports, in a format acceptable to District, which the District may utilize for AB 939 and SB 1383 reporting purposes.

i. Information to District Residents. Contractor at its expense shall provide all written educational/outreach materials and service notices to District residents for Services provided under this Agreement. Any materials and notices must be approved by the District Manager before distribution to District residents, which approval shall not be unreasonably withheld or delayed.

j. District Facilities. Contractor shall provide weekly trash collection and disposal services, curbside recycling, and organic waste recycling to District facilities, at no cost to District. These facilities are located at 29 Baymare Road, 30 Hackamore Lane and, if requested by District, the District bus stop and Bell Canyon Park locations on Bell Canyon Road.

Section 5. Compensation to Contractor.

a. District shall provide Contractor with a property eligibility list delineating those residential properties eligible for service. This eligibility list shall be updated by District from time to time at District's election or upon request by Contractor (provided such request shall not be more often than quarterly) and the updated list shall be provided to Contractor. If the

updated list removes any residences due to fire or other destruction of that residence, the charge for that residence shall be suspended until such residence is replaced and again added to the roll of the property eligibility list.

b. Contractor shall submit monthly billing statements to District, in a format reasonably acceptable to District, for the trash collection, curbside recycling and organic waste services provided to District residential properties for the preceding month. Contractor's monthly statement shall be submitted to the District on or before the 2nd day of the following month. The monthly cost for weekly trash collection, weekly curbside recycling and weekly organic waste recycling shall be Fifty-Eight Dollars and Thirty-Eight Cents (\$58.38) per residence ("**Base Rate**"), with a ten percent (10%) discount for residences with a qualifying senior resident owner or lessee ("**Senior Base Rate**").

c. The District shall pay Contractor's billing statement within thirty (30) days of receipt. In the event of a dispute over any portion of the billing statement, District may without interest or penalty withhold payment to Contractor of the disputed portion, until such dispute is resolved between Contractor and the District Manager. If any such dispute cannot be successfully resolved between Contractor and the District Manager, Contractor may bring the dispute to the District's Board of Directors, whose decision shall be final except that Contractor may pursue any other legal remedies available at law if it is not satisfied with the District's Board of Directors' decision.

d. The Base Rate shall remain unchanged between July 1, 2026, through June 30, 2027. Beginning on July 1, 2027, and on July 1 of each year during the term of this Agreement, the Base Rate paid to the Contractor is subject to modification as follows:

(1) Service Fee Increase: On July 1, 2027 and annually thereafter on July 1 of subsequent years, two thirds of then-current Base Rate and Additional Services Rates for each residential property shall be modified by the percentage increase/decrease of the Consumer Price Index, CUSROOOOSEHG02 CPI-U Garbage and Trash Collection, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, or the most similar successor index if this index is no longer published, ("CPI"), by calculating the average of the changes in the CPI between each month during the April to March period immediately preceding the date of the rate adjustment and the same month in the prior year. The amount of each modification shall not exceed five percent (5%) of the then-current Base Rate. If the calculated CPI increase exceeds the five percent (5%) cap in any year, the excess shall carry forward and be applied to subsequent annual adjustments until fully exhausted. Contractor waives any Consumer Price Index modification to the Base Rate until July 1, 2027.

(2) Tipping Fee Increase: Upon receipt of any notice of a landfill or recyclables or organic waste processing rate change, the Contractor shall notify the District promptly. Upon the effective date of a landfill or recyclables or organic waste processing rate change, one third of the then-current Base Rate and Additional Services Rates for each residential property shall be

modified by the percentage increase/decrease in the landfill or processing rate.

e. Contractor may request an adjustment to the Base Rate or Additional Services Rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, but not more than once in any twelve (12) month period. Unusual increased costs may include changes in service mandated by the District, changes to the Ordinance affecting Contractor's operations, changes in state or local government solid waste fees and charges, changes in the law or regulations, including changes in interpretation of same, loss of markets for recyclables, declines in market value of recyclables, material increases in processing costs, labor costs, embargoes or other export restrictions, but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, amounts reimbursed by insurance companies, or rebates of any type. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the District with support for all assumptions made by Contractor in preparing the estimate. The District Board of Directors shall review Contractor's request and, in its reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any, within thirty (30) calendar days of receipt of Contractor's request.

Section 6. Compliance with Laws. Contractor shall bear sole responsibility for and shall comply with all local, state and federal laws, ordinances, regulations, standards and orders relating to the collection, transportation and disposal of trash, the recycling of solid waste, and the nature and conduct of Contractor's work, including but not limited to all occupational, safety and health (OSHA) laws and regulations, whether currently in effect or hereafter enacted, related to Contractor's services under this Agreement.

Contractor at its sole expense shall pay all applicable fees imposed by any other public agencies (e.g. the County of Ventura) with oversight responsibility for solid waste collection and disposal, including but not limited to the "Waste Management Fee", the "Collector Fee" and the "CIWMP Fee" as defined in Ventura County Ordinance Code Sections 4770-3, 4750-7 and 4790 et seq., respectively.

Section 7. Contractor's Name. Contractor shall not use the words "Bell Canyon" or "Community Services District" or like words in its corporate name or on its equipment.

Section 8. Performance Bond.

a. Upon execution of this Agreement, Contractor shall file with the District and shall thereafter during the entire term of this Agreement maintain in full force and effect a surety bond or other adequate surety in a form, satisfactory to the District in the amount of Fifty Thousand Dollars (\$50,000.00) for Contractor's faithful performance of this Agreement.

b. Contractor's performance bond shall be so conditioned that if Contractor fails to comply with any one or more of the provisions of this Agreement, then there shall be recoverable jointly and severally from the Contractor or surety any damage or loss or costs suffered or incurred by the District as a result thereof, including reasonable attorneys' fees and costs of any action or

proceeding, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default up to the full principal amount of such bond.

c. Such bond shall not be canceled, altered or allowed to lapse without at least thirty (30) days prior written notice to the District Manager by the surety.

d. Failure to file or maintain such performance bond shall be deemed a breach of this Agreement and shall be grounds to terminate this Agreement by the District.

Section 9. Insurance. Insurance shall be maintained by Contractor in accordance with the terms attached hereto as Exhibit B.

Section 10. Workers' Compensation Insurance. Contractor shall at all times keep fully insured, at Contractor's own expense, all persons employed by Contractor in connection with performance of this Agreement as required by the provisions of the California Labor Code relating to Workers' Compensation and Insurance. Contractor shall indemnify, defend and hold District free and harmless from all liability arising by reason of injuries of any employee of Contractor incurred in the course of employment hereunder except to the extent caused by District's gross negligence or willful misconduct. Contractor shall file and maintain certificates with the District showing said insurance to be in full force and effect at all times during the term of this Agreement. No work shall be done by Contractor during any period when Contractor is not covered by insurance as required herein.

Section 11. Indemnify and Hold Harmless.

a. Contractor shall indemnify, defend and hold harmless District and its officers, directors, agents and employees from all liability of whatever kind or character, including but not limited to damages for injury or death or damage to persons or property, and regardless of the merit of the same and against all liability to others and against any loss, cost and expense, including any reasonable attorneys' fees, accountant's fees, expert witness or consultant fees, court costs or other costs or expenses to the extent caused by or arising out of or pertaining to Contractor's negligent performance of this Agreement, whether such performance be by Contractor or anyone directly or indirectly employed by Contractor. Such indemnity shall survive the expiration or termination of this Agreement with respect to any claims arising during the term of this Agreement. Notwithstanding the foregoing, such indemnity shall not apply to the extent caused by or arising out of or pertaining to Excluded Waste or to the District's negligence or willful misconduct. As used in this Agreement, "Excluded Waste" means (a) hazardous waste, radioactive waste, medical waste or biohazardous waste, as defined under applicable federal, state or local law; (b) waste containing polychlorinated biphenyls (PCBs) or asbestos; and (c) any other waste that under applicable federal, state or local law Contractor is not permitted or authorized to collect, transport, process or dispose at its facilities or third-party facilities used under this Agreement.

b. The existence of liability insurance provided by Contractor to District pursuant to Section 9 shall not release Contractor in any manner from liability under this indemnification section. The obligations of this indemnification section shall apply regardless of whether such insurance policy/policies has/have been determined to apply to any of such liability, damages, loss, cost or expense as set forth above.

c. To the extent that the provisions of Public Resources Code § 40059.1 may be applicable to the District, Contractor shall indemnify District to the extent permitted in § 40059.1.

Section 12. Default and Termination.

a. In addition to any other remedy herein provided or provided by law, the District may terminate this Agreement if Contractor is in default of any term or provision hereof including the requirements that performance shall be in a workmanlike manner and otherwise reasonably satisfactory to the District; provided, however, that before such right of termination may be exercised by the District, District shall give the Contractor written notice of such default, specifying the particulars in which the Contractor is in default and if such default is cured and satisfactory service is rendered by Contractor within fifteen (15) days after such written notice, or if Contractor commences to cure such default diligently within such fifteen (15) day period, this Agreement shall not be terminated by the District. During the fifteen (15)-day period, Contractor may submit to District evidence of excuse pursuant to subsection b or any information showing that no default has occurred. The District shall consider this information before its final determination as to termination.

b. Acts of God, floods, fires, earthquakes, terrorism, strikes, riots or other civil unrest, governmental laws, orders, restrictions, embargoes, actions and regulations, and shortages of power, infrastructure or transportation, pandemics, epidemics which are not within the reasonable control of Contractor or acts of other persons or combinations thereof over which the Contractor does not have reasonable control are not subject to termination for default as set forth in Section 12.a.

c. In the event Contractor shall for any reason become unable to or fails in any way to collect or remove trash as provided herein, District may declare the amount of the performance bond described herein forfeited to the District.

d. In the event of termination of this Agreement due to Contractor's breach, Contractor shall be liable to the District for all loss, damage or expense for which the District may become liable or indebted to provide replacement service to its residents.

e. If the State of California ceases providing, or materially reduces allocation of, ad valorem property tax revenues to the District, the District may terminate this Agreement, without penalty, upon ninety (90) days' notice to Contractor.

Section 13. Non-Assignability.

a. None of Contractor's rights, privileges or obligations herein granted or authorized shall be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any person through the sale of stock or otherwise, either by act of Contractor or by operation of applicable law, without the prior written consent of the District, which shall not be unreasonably withheld or delayed in the event of a transfer by merger or acquisition of Contractor by a third party solid waste disposal provider. The granting of such consent shall not render unnecessary any subsequent consent. Subject only to the District's rights as set forth in the following subsections of Section 13, this subsection shall not apply to an assignment or transfer by Contractor to an affiliate under common ownership with Contractor.

b. Contractor shall promptly notify District of any proposed change in control and/or ownership of Contractor with respect to which the consent of the District is required. Such change in control or ownership or other assignment or transfer shall make this Agreement null and void unless and until District shall have consented in writing thereto. For purposes of determining whether it will consent to such change, transfer or acquisition of control or ownership, District may inquire into the qualifications of the prospective acquiring party and Contractor shall assist District in any such inquiry. District may condition approval of such transfer upon terms and conditions it deems appropriate. For purposes of this section, a presumptive change in control and/or ownership will exist upon sale or transfer of fifty percent (50%) or more of Contractor's ownership stock, interest or other control.

c. At least sixty (60) days prior to any transfer as heretofore described, Contractor shall file with the District a copy of the deed, agreement, mortgage, lease or other written instrument evidencing such sale, transfer or lease, certified and sworn to as correct by Contractor.

d. Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Contractor shall have filed such certified copy as is required and District has given its approval.

e. Failure to obtain the approval of District as provided herein shall entitle District to terminate this Agreement effective thirty (30) days from the date District provides Contractor with written notice of disapproval.

Section 14. Rights and Powers Reserved to District.

a. At all reasonable times, Contractor shall permit the District Manager to examine all property of Contractor, and to examine and transcribe any and all records kept or maintained by Contractor under Contractor's control which pertain to this Agreement, including but not limited to all financial records and accounts.

b. Neither this Agreement nor any provision hereof shall constitute a waiver or bar

to the exercise of any governmental rights or powers of the District. Contractor expressly acknowledges and agrees to the provisions of Section 21 and 27 of District's Ordinance.

c. The District's Board of Directors may do all things which are necessary and convenient in the exercise of the District's jurisdiction under this Agreement and may determine any question of fact which may arise during the existence of this Agreement.

d. The District Manager is hereby authorized and empowered to adjust, settle or compromise any controversy or charge arising from the operations of Contractor under this Agreement, either on behalf of the District or any resident, in the best interests of the public. Either the Contractor, or any resident of the District, who may be dissatisfied with any decision of the District Manager may appeal the matter to the Board of Directors for hearing and determination. The Board of Directors may accept, reject or modify the decision of the District Manager, and the Board of Directors may adjust, settle or compromise any controversy or cancel any charge arising from the operations of the Contractor.

Section 15. Notices. All notices or correspondence required to be given under this Agreement or otherwise shall be given by personal delivery, delivered by same-day or overnight courier; or placing such notices in the United States mail, by first class mail postage pre-paid, addressed to the parties at their respective addresses:

If to Contractor: G.I. Industries
 Attn: President
 2255 N. Ontario Street, Suite 350
 Burbank, CA 91504

With copy to: G.I. Industries
 Attn: Assistant General Counsel
 2255 N. Ontario Street, Suite 350
 Burbank, CA 91504

If to District: Bell Canyon Community Services District
 Attn: General Manager
 30 Hackamore Lane
 Bell Canyon, CA 91307-1015

All such notices shall be deemed given on the day deposited in the United States mail in the manner specified above.

Section 16. Severability. If any term, covenant, condition, section or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 17. Successors. This Agreement shall be binding upon and inure to the benefit

of the heirs, executor, representatives, assigns and successors in interest of the parties hereto, subject to the provisions of Section 13 above.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between District and Contractor and this Agreement may be modified or altered only by an instrument in writing signed by both District and Contractor. No prior or contemporaneous oral understandings or agreements between the parties not incorporated within this Agreement shall be binding upon the parties. Without limitation, this Agreement supersedes in its entirety any other agreements between the parties related to the Services.

Section 19. California Law. This Agreement shall be interpreted and construed pursuant to the laws of the State of California, without reference to its conflicts of laws principles. Any litigation arising from this Agreement shall be commenced in a court of competent jurisdiction in the County of Ventura.

Section 20. Effective Date. This Agreement shall become effective and operative as of the date first set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

G.I. INDUSTRIES

By: 
Name: STEVE LEE
Its: District Manager

ATTEST:


Name: WALTER KELLY
Title: GM & SECRETARY

**BELL CANYON COMMUNITY SERVICES
DISTRICT**

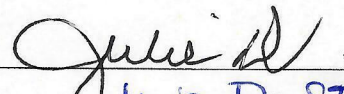
By: 
Name: JULIE DE ST. JEAN
Its: PRESIDENT

EXHIBIT A

BASE SERVICES AND ADDITIONAL SERVICES RATES

The following prices are effective from July 1, 2026, through June 30, 2027. The fee modifications under Section 5(d) are fully applicable to the following Base Rates and Additional Services as set forth in the Agreement:

Service	Service Description	Rate
Base Service	Includes: One (1) 96-gallon Trash Cart, one (1) 96-gallon Recycle Cart, and one (1) 96-Gallon Organic Waste Cart, serviced one time per week	\$ 58.38
	Base Service - Senior	\$ 52.54
Additional Services	Walk-up (Valet) Service	\$ 48.00
	Walk-up (Valet) Service - Senior	\$ 43.20
	Cut-off and Restart Charge, per instance	\$35.12
	Extra Carts: (serviced on same day as Base Service):	
	Each additional 96-gallon Trash Cart	\$ 24.50
	Each additional 96-gallon Recycle Cart	\$ 24.50
	Each additional 96-gallon Organic Waste Cart	\$ 24.50
	Each 64-gallon Manure Cart	\$ 24.50
	Bin and Roll-off Services:	
	Commercial 3-cubic yard Trash Bin, serviced one time per week	\$ 129.33
	Commercial 3-cubic yard Trash Bin, serviced two times per week	\$ 258.65
	3-Yard Instabin (Temp), per week	\$ 275.00
	Roll-off Haul Rate, per haul, plus per ton disposal or processing change	\$ 335.00
	Extra Pick-up:	
	Extra Cart pick-up on service day, per cart	\$ 8.79
	Extra Bag pick-up on service day, per bag	\$ 5.87
	Extra Cart pick-up not on service day, all three Base Service carts	\$ 59.75
	Extra Bag pick-up not on service day, up to six (6) bags	\$ 59.75
	Bulky Items & At Your Door HHW Services:	
	Bulky Item Pick-up, includes two (2) items	\$ 58.99
	Additional Bulky Item, per item	\$ 20.44
	At Your Door Service, per collection	\$ 25.82

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EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile liability, Code 1 (any auto) or Code 8, 9 if no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

All deductibles or self-insured retentions are for the account of Contractor and are payable solely by Contractor. At the option of the District, the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this Agreement, the Contractor's Insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences.