

**CITY OF CLOVIS
PUBLIC UTILITIES DEPARTMENT
LARGE CONTAINER SERVICE AGREEMENT**

This agreement made at the City of Clovis, California, by and between the City of Clovis, a municipal corporation, hereinafter referred to as the "Owner," and Industrial Waste and Salvage (IWS), hereinafter referred to as "Contractor."

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

WHEREAS, the Owner has the need for large container refuse hauling and disposal services, for certain businesses in the City of Clovis; and

WHEREAS, the Contractor is qualified and willing to perform said services and is the successful bidders for these services.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions and promises hereinafter contained, the parties hereto agree as follows:

The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the Furnishing Selected Commercial Refuse Disposal & Material Recovery Services ("Project") as described in the specifications therefore and other documents relating thereto.

The Contractor and the Owner agree that the Advertisement (Notice Inviting Proposals), the Contract Specifications, and the Proposal hereto attached, together with this agreement, form the contract, and they are as fully a part of the contract as if herein repeated. No part of said Specifications which is in conflict with any portion of this agreement shall be considered as any part of this agreement, but shall be utterly null and void.

The Owner agrees to pay the Contractor the current funds for the performance of the contract. Payment shall be shown in Proposal Form of attached Exhibit "A" as specified in this agreement. Contractor agrees to pay the Owner 10% administration fee and AB939 disposal fee.

ARTICLE 4. TERMINATION. Owner may terminate or suspend this Agreement as permitted in the Proposal Form and other Contract Documents.

ARTICLE 5. INDEMNITY AND INSURANCE. Contractor shall indemnify and hold harmless and covered as additional insured Owner and its officers, officials, employees, and agents as required below and in the Contract Documents, and shall provide insurance as follows:

ARTICLE 6. TERMINATION.. If the Contractor should be adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within five (5) calendar days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five (5) calendar days, cease and

terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) calendar days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) calendar days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event **the Owner may, without liability for so doing, take possession of** and utilize in completing the work such materials, appliances, plans and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE 7. TERM OF CONTRACT. The Contract was award December 31st 2021 for an initial three year term with an option to extend for an additional 3 year term upon mutual consent.

ARTICLE 8. REPORTING REQUIREMENTS. Contract agrees to report all waste and recycling tonnages associated with the hauling of debris through this contract in a timely manner. Contractor is responsible for all regulatory fees and fines that result from Contractor's failure to report waste and recycling tonnages in a timely manner. Contractor also adhere to, and follow, all state and local waste diversion and recycling rules and requirements.

ARTICLE 9. INDEMNITY AND INSURANCE. Contractor shall indemnify and hold harmless and covered as additional insured the Owner, County of Fresno, Local Agency and U.S. Department of Housing and Urban Development, and its officers, officials, employees, and agents from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Owner. Owner shall provide insurance as follows:

A. Insurance Requirements For Contractors

With construction risks, Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, 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.

B. Minimum Scope of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, 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 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

1. General Liability: \$5,000,000 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: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions

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

1. The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in

limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

6. During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regards to materials, supplies or equipment to be used in the work.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the City.

G. Verification of Coverage

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Owner before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

H. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 10. BONDS. The Contractor shall forthwith furnish in triplicate, a faithful performance bond on the Owner's form in an amount equal of \$10,000 and materials bond in the amount of \$5,000, both to be written by a surety company acceptable to the Owner and in the form prescribe by law.

ARTICLE 11. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Contract, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE 12. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE 13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE 14. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE 15. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for

the County of Fresno, subject to transfer of venue under applicable State law.

ARTICLE 16. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City Council.

ARTICLE 17. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior

written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

ARTICLE 18. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

IN WITNESS WHEREOF, they have executed this Agreement the 13th day of December, 2021

Industrial Waste and Salvage
("CONTRACTOR")

CITY OF CLOVIS

By Keith Hester
Keith Hester, Manager

By Luke Serpa
Luke Serpa, City Manager

By Karey Cha
Karey Cha, City Clerk

Exhibit A

FRONT LOADER

Enter proposed rate for transportation, handling, disposal, materials recovery, and recycling, including container pickup and delivery.

4-Cubic Yard Bin

# Of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$ 145.61	\$ 284.55	\$ 430.16	\$ 575.77	\$ 721.38	\$ 866.99
2	\$ 286.41	\$ 559.49	\$ 845.90	\$ 1,132.31	\$ 1,418.73	\$ 1,705.14
3	\$ 427.28	\$ 834.56	\$ 1,261.84	\$ 1,689.12	\$ 2,116.41	\$ 2,543.69
4	\$ 568.12	\$ 1,116.23	\$ 1,684.35	\$ 2,252.47	\$ 2,820.59	\$ 3,388.71
5	\$ 708.96	\$ 1,391.23	\$ 2,100.19	\$ 2,809.15	\$ 3,518.11	\$ 4,227.06

6-Cubic Yard Bin

# Of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$ 218.41	\$ 428.50	\$ 646.91	\$ 865.33	\$ 1,083.74	\$ 1,302.16
2	\$ 432.06	\$ 847.45	\$ 1,279.51	\$ 1,711.57	\$ 2,143.62	\$ 2,575.68
3	\$ 645.70	\$ 1,266.41	\$ 1,912.10	\$ 2,557.80	\$ 3,203.50	\$ 3,849.20
4	\$ 826.04	\$ 1,618.76	\$ 2,444.80	\$ 3,270.84	\$ 4,096.88	\$ 4,922.92
5	\$ 1,072.98	\$ 2,104.31	\$ 3,177.29	\$ 4,250.28	\$ 5,323.26	\$ 6,396.24

SPECIALTY COMPACTORS

# Of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$ 255.36	\$ 510.71	\$ 766.07	\$ 1,021.42	\$ 1,276.78	\$ 1,532.13
2	\$ 510.71	\$ 1,021.42	\$ 1,532.13	\$ 2,042.84	\$ 2,553.56	\$ 3,064.27
3	\$ 766.07	\$ 1,532.13	\$ 2,298.20	\$ 3,064.27	\$ 3,830.33	\$ 4,596.40

COMPACTORS

Enter proposed rate per ton (tn) for transportation, disposal, materials recovery, and recycling and proposed rate per each (ea) for container, pickup, and delivery.

TONNAGE CHARGE	\$ <u>55.50</u> /tn
PULL CHARGE	\$ <u>277.50</u> /ea

Turn around Fee: \$32.76 per service call

DROP BOXES

Enter proposed rate per ton (tn) for transportation, disposal, materials recovery, and recycling and proposed rate per each (ea) for container, pickup, and delivery.

*TONNAGE CHARGE	\$ <u>55.50</u> /tn
*PULL CHARGE	\$ <u>277.50</u> /ea

*Industrial Waste & Salvage offers to negotiate an alternative rate proposal that includes a percentage reduction in rates while assuming responsibility for billing services. A franchise fee would be passed along to the City and billing reports would be provided quarterly or monthly, to meet specific needs.

The prices quoted are complete for all of the work specified in the Specifications, including taxes, fees, and other applicable charges as may be required by law. Prices quoted are firm and not subject to change for a period of ninety (90) days.

INDUSTRIAL WASTE & SALVAGE

Company

3457 S CEDAR AVENUE

Address

FRESNO, CA 93725

City/State/Zip

559-233-1158

Phone

NOVEMBER 17, 2021

Date



Signature

PRESIDENT, CORPORATE DEVELOPMENT

Title

RICHARD CAGLIA

Print/Type Above Name



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000066021211

Effective Date: December 1, 2021 at 12:01 A.M.

Named Insured: Cedar Avenue Recycling & Transfer Station, LP

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel



ORANAVE-01

CVARGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2021

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 DLL Insurance Agency 1843 E Fir Ave #102 Fresno, CA 93720	CONTACT NAME: Crystal Vargas PHONE (A/C, No, Ext): (559) 721-4705 FAX (A/C, No): E-MAIL ADDRESS: cvargas@dlliinsurance.com														
INSURED Orange Avenue Disposal Co Inc Industrial Waste & Salvage Co PO Box 446 Fresno, CA 93709	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B:</td> <td></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>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****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
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		8108N380584	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Public Utilities Department Large Container Service

Notice of cancellation is 30 days except in the event of cancellation for non-payment or non-reporting which is 10 days. The City, its officers, officials, employees, and volunteers are to be covered as Additional Insureds with respects to the Auto Liability. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis.

CERTIFICATE HOLDER**CANCELLATION**

City of Clovis 155 N Sunnyside Ave Clovis, CA 93611	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2021

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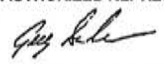
PRODUCER DLL Insurance Agency 1843 E Fir Ave #102 Fresno, CA 93720	CONTACT NAME: Crystal Vargas PHONE (A/C, No, Ext): (559) 721-4705 E-MAIL ADDRESS: cvargas@dllinsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company	NAIC # 11150
INSURED Orange Avenue Disposal Co Inc Industrial Waste & Salvage Co PO Box 446 Fresno, CA 93709	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZAWCI9415504	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Public Utilities Department Large Container Service
Notice of cancellation is 30 days except in the event of cancellation for non-payment or non-reporting which is 10 days.

CERTIFICATE HOLDER City of Clovis 155 N Sunnyside Ave Clovis, CA 93611	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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Proposal for:
**Furnishing Selected Commercial Refuse
Disposal & Material Recovery Services in the
City of Clovis, California**

November 17, 2021

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President, Corporate Development

CAGLIA
ENVIRONMENTAL
COLLECTION • RECYCLING • TRANSFER • LANDFILL MANAGEMENT

"Preserving and Protecting the Environment, One Ton at a Time"

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1.0 Executive Summary

1.1 Proposer Description

IWS' response to *Furnishing Selected Commercial Refuse Disposal and Material Recovery Services in the City of Clovis, California* provides a proposal for collection and processing of solid waste and recycling including green waste and food waste in large containers.

IWS looks forward to partnering with the City of Clovis by providing these comprehensive collection services utilizing the Caglia family's eight decades of commitment to state of the art facilities and sustainable world class solid waste and recycling innovation. IWS is primed to provide advanced and cost-effective integrated solid waste, recycling, and organic materials collection and management services to the City of Clovis, while delivering those services with personal and responsive customer service. All services provided by IWS are methodically planned and executed with seamless implementation.

The Caglia Family of Companies takes pride in the high satisfaction levels that our customers throughout the Central Valley receive each day. IWS looks forward to expanding our localized services and continuing our company's historic multi-year commitment to the City of Clovis. IWS proposes to utilize our local resources, including our family owned Cedar Avenue Recycling & Transfer Station (CARTS) materials recovery facility (MRF) and organics processing operation. Included in our continued commitment to the City of Clovis is expanded organic material processing facility development, assistance with complying with AB 341, AB 1826 & SB 1383 and forward-looking environmental stewardship. The Caglia Family of Companies has actively supported the local community by utilizing local vendors and through civic participation by giving back to the Central Valley over the past 80 years.

IWS and CARTS have been partnering with the City of Clovis since 1988, when the City awarded IWS the first large container collection contract to service the Sierra Vista Mall. In the last 33 years, this contract has been renewed multiple times with IWS currently servicing over 50 businesses with solid waste and recycling container service. IWS also provides roll off containers for all City

events including Big Hat Days, Clovis Rodeo, Clovis Antique Shows, and ClovisFest. In addition, IWS also provides construction & demolition collection and processing services to customers in the City, assuring compliance with local building codes and increasing landfill diversion. CARTS has provided recycling processing services for Clovis material since it opened in 2003. CARTS has also acted as a backup facility to the City's landfill, allowing the City to divert all City solid waste trucks, with minimal notice to CARTS, during high wind days.

As the exclusive provider of large container solid waste and collection and processing services for the City of Clovis for over thirty years, IWS team members have been embedded within the City of Clovis, working with local customers like Clovis Community Hospital and Schneider Electric. We are creating model recycling programs to help our customers achieve full compliance with state recycling laws. IWS has conducted presentations and training sessions for our customers, teaching the value of landfill diversion, waste reduction, and sustainability.

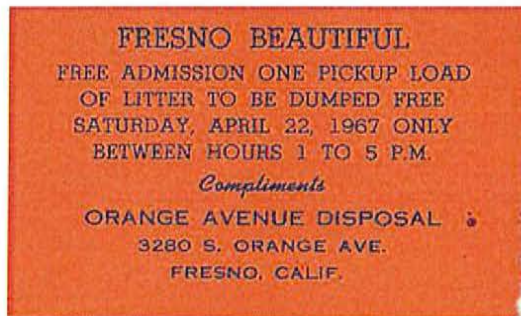
“We changed providers in July 2015 for a year and missed the extra valued service that Nick Caglia and the IWS team provided so we went back to IWS.”

Janice Nye

Clovis Unified School District

1.2 Proposer History: The Caglia Family – Eighty Years of Community Service

The Caglia Family has continuously provided solid waste and recycling services to Fresno and the surrounding areas for decades. Frank S. Caglia, the patriarch of the Caglia family and founder, was born in 1912 in the humble village of Muschito, Italy. Frank came to the United States with his parents and family by way of Ellis Island and settled in Fresno. Years of hard work and community service, beginning with Frank Caglia, have allowed the Caglia Family to become an integral part of the development of the greater Fresno and Clovis area. The Central Valley has provided a home for five generations of the Caglia Family and several businesses that take pride in a strong work ethic, and high level of integrity, that has ultimately set the Caglia' businesses apart over other companies. The Caglia Family looks forward to continue bringing this foundation of honor and dedication to the City of Clovis.



Orange Avenue Landfill

The Orange Avenue Landfill was originally owned by the City of Fresno and operated as a burn and bury operation from about 1917. Frank's father-in-law bought the old City Landfill from Rossi Disposal Service in 1939. In 1941, Frank purchased the landfill and created Orange Avenue Disposal to perform operations. Long before

recycling was in vogue; Frank and his seven children, Joe, Richard, Sally, Vince, Mary Ann, Bernadette, and Rose were taught the value of resource conservation at an early age. Frank became quite a collector and had a warehouse of antiques and props that were used at numerous community functions and fundraisers through the years. The landfill was transformed from a typical dump at the time into a landfill with all the necessary permits.



Industrial Waste & Salvage

The Caglia Family started IWS in 1971 to collect construction and demolition materials and commercial waste to be recycled or disposed of at Orange Avenue Landfill. The Caglia Family has expanded operations to include additional roll-off trucks, front-end loaders for commercial material collection, and automated residential trucks. IWS's current staff, from managers to customer service representatives and drivers to mechanics, looks forward to continue working with the City of Clovis.

IWS is proud to have received letters of recommendation from customers and the municipalities we serve. Copies of recommendation letters are provided in Appendix A.

Cedar Avenue Recycling and Transfer Station (CARTS)

The Caglia Family has operated the CARTS Facility since 2004 and has been processing and transferring solid waste and recycling from the City of Clovis almost from the company's inception. As the largest facility of its type in the Central Valley, CARTS is a fully integrated Solid Waste Facility and is permitted to process mixed recyclables, construction and demolition (C&D) materials, and bulky waste from residential and commercial generators, as well as processing organic/food waste materials. The CARTS Facility recycles over 50 percent of the waste stream received, assisting Valley communities and businesses in their aggressive and long-term waste diversion goals. The recyclable material, including organics, will be processed locally at the CARTS MRF, contributing to the Valley's economy via local jobs. We realize the importance of providing high quality recycling services with the goal to reduce landfilling of these material resources. CARTS has recently expanded its processing capability with its partner, Colony Organics, to process organics/commercial food waste during the term of the Agreement and any future extensions. See the *Recycling & Waste Diversion* section for more information on our CARTS facility.



Furnishing Selected Commercial Refuse Disposal and Material Recovery Services in the City of Clovis, California





Redrock Environmental Group

The Caglia family formed its latest company, Caglia Environmental LLC in 2012. The company, doing business as Redrock Environmental Group in Madera County, was awarded a ten year exclusive franchise agreement for residential, commercial, and industrial collection, along with the operation of the Fairmead Landfill and North Fork Transfer Station. Redrock serves over 12,000 customers in the County and is projected to be at over 20,000 by 2025. This contract, along with its renewal clauses, will allow the Caglia family to operate in Madera County for the next 15 years. The permitted landfill capacity that is contracted to Redrock Environmental Group at the Fairmead Landfill now enables the Caglia Family of Companies to be *fully integrated* with collection, transfer, material recovery, and landfill capacity.

1.3 Corporate Structure

Orange Avenue Disposal Company, Inc. is an S-Corporation, doing business as (dba) Industrial Waste & Salvage (IWS), and is dedicated to servicing the City of Clovis for large container solid waste disposal and recycling services. IWS will be the entity entering into the legal agreement as described herein. Cedar Avenue Recycling and Transfer Station L.P., (CARTS), is a limited liability company, and will be the initial possessor of the recyclables and organic waste. CARTS has been in business locally for approximately 17 years. Orange Avenue Disposal Company, Inc. has been in business for 80 years. Orange Avenue Disposal Company, Inc. dba Industrial Waste and Salvage, a California S-Corporation, has been in business for 50 years. Caglia Diversified Management, LLC is a management group that has been in existence for approximately 12 years. Electric Motor Shop, Inc. is a licensed electrical contractor, motor repair facility, and industrial electrical parts distributor and has been in business for over 100 years.

Other entities with common ownership or management are: Cedar Avenue Recycling and Transfer Station, L.P.; Caglia Environmental, LLC; Electric Motor Shop; Caglia Diversified Management, LLC; Cedar North Investment Partners, LLC.



2.0 Financial Information

Please see the City of Clovis' required documents following this page for the requested financial information:

- 2.1 Front Loader Form
- 2.2 Compactor and Drop Boxes Form
- 2.3 Evidence of Insurance

Evidence of Insurance will be provided upon award of contract.

FRONT LOADER

Enter proposed rate for transportation, handling, disposal, materials recovery, and recycling, including container pickup and delivery.

4-Cubic Yard Bin

# Of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$ 145.61	\$ 284.55	\$ 430.16	\$ 575.77	\$ 721.38	\$ 866.99
2	\$ 286.41	\$ 559.49	\$ 845.90	\$ 1,132.31	\$ 1,418.73	\$ 1,705.14
3	\$ 427.28	\$ 834.56	\$ 1,261.84	\$ 1,689.12	\$ 2,116.41	\$ 2,543.69
4	\$ 568.12	\$ 1,116.23	\$ 1,684.35	\$ 2,252.47	\$ 2,820.59	\$ 3,388.71
5	\$ 708.96	\$ 1,391.23	\$ 2,100.19	\$ 2,809.15	\$ 3,518.11	\$ 4,227.06

6-Cubic Yard Bin

# Of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$ 218.41	\$ 428.50	\$ 646.91	\$ 865.33	\$ 1,083.74	\$ 1,302.16
2	\$ 432.06	\$ 847.45	\$ 1,279.51	\$ 1,711.57	\$ 2,143.62	\$ 2,575.68
3	\$ 645.70	\$ 1,266.41	\$ 1,912.10	\$ 2,557.80	\$ 3,203.50	\$ 3,849.20
4	\$ 826.04	\$ 1,618.76	\$ 2,444.80	\$ 3,270.84	\$ 4,096.88	\$ 4,922.92
5	\$ 1,072.98	\$ 2,104.31	\$ 3,177.29	\$ 4,250.28	\$ 5,323.26	\$ 6,396.24

SPECIALTY COMPACTORS

# Of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$ 255.36	\$ 510.71	\$ 766.07	\$ 1,021.42	\$ 1,276.78	\$ 1,532.13
2	\$ 510.71	\$ 1,021.42	\$ 1,532.13	\$ 2,042.84	\$ 2,553.56	\$ 3,064.27
3	\$ 766.07	\$ 1,532.13	\$ 2,298.20	\$ 3,064.27	\$ 3,830.33	\$ 4,596.40

COMPACTORS

Enter proposed rate per ton (tn) for transportation, disposal, materials recovery, and recycling and proposed rate per each (ea) for container, pickup, and delivery.

TONNAGE CHARGE	\$55.50 /tn
PULL CHARGE	\$277.50 /ea

Turn around Fee: \$32.76 per service call

DROP BOXES

Enter proposed rate per ton (tn) for transportation, disposal, materials recovery, and recycling and proposed rate per each (ea) for container, pickup, and delivery.

*TONNAGE CHARGE	\$55.50 /tn
*PULL CHARGE	\$277.50 /ea

***Industrial Waste & Salvage offers to negotiate an alternative rate proposal that includes a percentage reduction in rates while assuming responsibility for billing services. A franchise fee would be passed along to the City and billing reports would be provided quarterly or monthly, to meet specific needs.**

The prices quoted are complete for all of the work specified in the Specifications, including taxes, fees, and other applicable charges as may be required by law. Prices quoted are firm and not subject to change for a period of ninety (90) days.

INDUSTRIAL WASTE & SALVAGE

Company

3457 S CEDAR AVENUE

Address

FRESNO, CA 93725

City/State/Zip

559-233-1158

Phone

NOVEMBER 17, 2021

Date

Signature

PRESIDENT, CORPORATE DEVELOPMENT

Title

RICHARD CAGLIA

Print/Type Above Name

3.0 Provisions and Specifications

IWS understands that the City of Clovis' request for proposals stipulates that the contract to be awarded will be for three years, with one possible extension of three years. Should IWS be awarded the contract, IWS management understands that prices quoted in this proposal will not be adjusted for the term of the contract. IWS takes no exceptions to the City of Clovis' bid proposal request.

Recyclable materials to be collected and processed by IWS at the CARTS facility will include mixed paper, cardboard, tin cans, plastic and other materials such as shrink wrap, wood, and organics, including food waste. Loads from the City that contain recyclable materials are diverted to the MRF and commodities are recovered and can range depending on the customer. **Our estimate is that a minimum of 20% diversion can be accomplished.** Over the last several years many customers have installed balers at their locations and chosen to remove their corrugated cardboard from the loads. IWS will respond to all requests for service within 24 hours, and always has trucks available for Saturday service.

Please see a list of IWS equipment to be used in the service of containers for the City of Clovis in Appendix D.

Billing/Diversion Reports

All billing will be submitted to the City of Clovis monthly by the 10th of each month and will be provided on a form approved by the City. The report will include at a minimum, the dates of service, type of materials received and weights of materials by type. Complete storage and market records will be kept, which will identify the materials collected and sold. IWS understands that its records and those of any subcontractors, if any, will be subject a City of Clovis audit at any time to assure contract compliance.

With continued and increased educational outreach to City of Clovis commercial container customers with regard to the legal requirements of AB 341, AB 1826 and SB 1383, IWS projects that in the new contract period recycling percentages will continue to increase.

IWS has all necessary licenses and permits and will pay any fees legally required by Fresno County, the State of California, the federal government or regulatory agencies, for the performance of solid waste removal or recycling services for

the City of Clovis. IWS is in compliance with all federal and State Department of Transportation regulations, including Title 9 of the Code of Federal Regulations pars 40 and 38, regarding applicable drug testing programs for safety sensitive employees.

Recycling Plans and Programs

IWS will transport materials, including organics/food waste, to its materials recovery facility, CARTS. While there, it will be sorted and processed for recycling. IWS plans to integrate the recyclable materials collection plan by working with the City and customers on site-specific customized programs for the commercial sectors. Our operational approach and goals are to provide efficient use of equipment and labor, with an emphasis on continual cost-saving measures within a highly structured, but flexible management system. Our experience in providing solid waste, recycling, and organics collection and processing services in the greater Fresno and Clovis area, confirms that implementation of these services can only occur within an environment that places a great emphasis on effective and timely communication between the service provider, the customers, and the City we serve. Since we continually review and develop service statistics for our collection services, we strive to understand the complex operational dynamics in which we conduct our business.

Tonnage Tracking per Jurisdiction

CARTS maintains accurate tonnage records of all recyclables materials received and processed at the Facility during the term of the Agreement. CARTS utilizes PC Scale software to track all inbound and outbound transactions. Annual waste composition studies will be conducted to assure the City of its fair and proper allocation of materials received with other jurisdictions that use the Facility.

Proof of Permitted Capacity

The CARTS Facility currently is accepting and processing approximately 1,500 TPD. The facility is permitted to accept up to 3,100 TPD. CARTS has excess capacity to process all of the City's recyclables during the term of the Agreement and any future extensions. *Please see copies of the CARTS Solid Waste Facility Permit (SWFP) and Conditional Use Permit (CUP) in Appendix B.*

Organic Waste Diversion

IWS has identified all customer locations with large containers who generate organic wastes in quantities that will require a diversion program to assure the City is in compliance with AB 1826 and SB 1383. IWS continues the process of education and compliance assistance for these customers and will carry out these requirements with all new accounts acquired throughout the term of the contract.

Recyclable Materials Marketing

IWS, along with CARTS, has been in the recycling collection and processing business since 1990 and we will bring this invaluable marketing experience to the City of Clovis' recycling and diversion program. IWS' sister company CARTS will process and market all of the recyclable materials generated and collected within the City of Clovis. CARTS has consistently demonstrated the production of high-quality materials and makes continual improvements in the quality and quantity of recyclable materials produced, resulting in high diversion rates and minimal residue. Most of the commodities recycled are baled, consolidated, and whenever possible, transported locally to reduce transportation costs and environmental impacts.

Fluctuations in Quantity and Composition

Fluctuations in quantity and composition of recyclable materials collected will be quickly identified and analyzed to determine the source of any shortfall or degradation of materials. Since the CARTS MRF processes recyclables on a daily basis, the source of the issue can be quickly isolated. In most cases, the IWS educational and outreach team work together to communicate directly with the source, and quickly rectify any issues with the composition of the materials. For recycling collection and processing services in the City of Clovis, we will identify and meet with customers in areas that are underperforming or placing high levels of contamination in the bins, providing additional outreach materials, as well as education on best practices to keep the recyclables clean. The goal: recyclables that can be marketed more easily after being processed at the MRF.

Customer service and satisfaction is of the utmost importance to IWS and is exemplified by our ongoing success in providing recyclables and organic material collection and processing services to our Central Valley customers, including the City of Clovis. We believe effective customer service starts with a concern for our customers and we take the extra step to anticipate and satisfy customer expectations. Our staff is expected to listen attentively to customers in a courteous and caring manner, with the goal of providing answers and solutions to inquiries and complaints quickly and professionally.

4.0 Recycling Mandates: AB 341, AB 1826, and SB 1383

IWS will inform City of Clovis staff and management about AB 341, AB 1826, and SB 1383 requirements through our recycling education program. AB 341 (effective July 1, 2012) requires businesses (including public entities) that generate four (4) cubic yards or more of commercial solid waste per week or are a multi-family residential dwelling of five units or more, to arrange for recycling services.

AB 1826, passed on September 28, 2014 and commencing April 1, 2016, will require businesses that generate eight (8) cubic yards or more of organic waste per week to arrange for organics collection services. The law would decrease the amount of organic waste under which a business would be required to arrange for organics collection services from 8 cubic yards or more to 4 cubic yards or more on January 1, 2017. The mandate further required by January 1, 2019, any business generating 4 cubic yards or more of commercial solid waste per week to arrange for organic waste recycling services and, in September of 2020, CalRecycle reduced the threshold to 2 cubic yards of solid waste (solid waste is the total of trash, recycling, and organics) generated by covered businesses.

California law (SB 1383, Lara, Chapter 395, Statutes of 2016) targets a 50 percent reduction in the landfilling of organic waste in 2022. By 2025, that reduction target is 75 percent.

IWS will track, evaluate, and report AB 341, AB 1826, and SB 1383 success against baseline conditions that existed prior to the initiation of the contract. Additional improvements in diversion will be realized as the total number of City of Clovis

commercial sites subscribing to recycling and organics collection services increases, resulting in an increase in diversion percentage, and the volume of materials being diverted from the landfill. IWS will provide technical assistance to implement AB 341, AB 1826 and SB 1383 for the City of Clovis.

The IWS Recycling Coordinator will meet with the City of Clovis as part of complying with the mandated commercial recycling regulations. IWS is proficient at helping customers fulfill their state mandated recycling requirements.

IWS believes the success of its commercial recycling programs is based on consistent interaction with the individual customer. Customer education and our involvement is vital in meeting and exceeding diversion requirements and establishing solid sustainability practices in the work place. The state requires that commercial recycling include a public outreach, monitoring, and reporting program to demonstrate compliance, and IWS is poised to assist the City of Clovis on implementing the mandatory commercial recycling programs.

Additionally, the IWS Recycling Coordinator will offer a PowerPoint presentation to all City of Clovis large container customers, instructing and advising them on AB 341, AB 1826 and SB 1383, with the goal of increasing diversion.

One example of our efforts to help City of Clovis customers comply with the above named recycling laws is the implementation of a custom designed wet/dry waste recycling program established for Clovis Community Hospital. The Clovis Community wet and dry waste recycling program was designed and implemented by the IWS recycling team in the spring and summer of 2015. The program's goal is to increase the amount of organics (wet waste) that is recycled. First, the hospital staff received education about AB 341, AB 1826 and SB 1383. Second, staff members received on-site training (in the hospital's kitchen facilities) to demonstrate how recycling is done at the source of waste production, not at the disposal site. Clovis Community kitchen staff were instructed in source separation of waste received from the restaurant's customers and how the wet and dry waste must be placed in designated wet/dry waste bins. For example, a dish washer picks dry waste items from collected plates first and then disposes of it in the designated dry waste container. Third, the housekeeping staff was trained to dispose of dry waste properly from other floors of the hospital so that it was not contaminated with wet waste. The continued success of this program will rely heavily on constant

monitoring of staff by hospital management and periodic and follow-up training and education by the IWS organics recycling team. One successful method for the continued success of such programs is periodic waste and recycling audits.

A critical component of increasing recycling and diversion for all customers is the recycling audit. The recycling audit will include observing the materials flow within the City of Clovis and auditing that which is being disposed. Commercial accounts will receive periodic waste audits to identify recyclable material. All findings will be communicated to the City of Clovis to be relayed to the franchisee. Compactor accounts will be routinely audited through floor sort and or MRF line sorts where individual diversion reports will be created. Recyclable materials in the garbage and contaminants in the recyclables are noted on an assessment form. Staff will then schedule a time to discuss service option changes with the City of Clovis' and commercial customers' management. IWS will then make the appropriate changes to service as recommended by the assessment. This is particularly important for management of organics/food waste.

Processing of Mixed Recyclables and Organic Materials

Processing of mixed recyclables from the City of Clovis will occur at our CARTS Material Recovery Facility (MRF). Using a combination of presorting, manual, and mechanical sorting techniques, we will recover for reuse all the current allowable recyclable materials collected from the City of Clovis offices/facilities and large container customers. Recovered commodity materials will be marketed for the "highest and best use" and at the highest market commodity price we can obtain. Organic waste will be tipped at our CARTS facility in Fresno and would include source-separated green waste and food waste. The material will be processed at the Colony Energy anaerobic digester.

Colony Energy Partners

The commercial source-separated food material will be processed at the CARTS Facility, by a subcontractor, Colony Energy Partners, and will be made into an anaerobic digestion feedstock that will be co-digested at the Fresno-Clovis Regional Wastewater Treatment Plant. Co-digestion is a process whereby energy-rich organic waste materials (e.g. processed food wastes) are added to wastewater digesters with excess capacity. In addition to diverting food waste from landfills and the public sewer lines, these high-energy materials have at least three times the methane production potential (e.g. biogas) of bio-solids and manure. IWS will deliver the City of Clovis' organic materials to CARTS for pre-processing prior to being sent offsite for diversion.



Recycling and Waste Diversion

IWS places a high priority on recycling and waste diversion programs, and the Caglia Family has been a leader in the San Joaquin Valley using the latest in technological innovation to divert materials away from landfills. As the operator of one of the largest Material Recovery Facility in the valley, CARTS processes single-stream recyclables and mixed construction/demolition/bulky waste from several local communities.

In 2020, CARTS selected CP Manufacturing to design, build and install the latest and most technologically advanced Material Recovery Facility (MRF) in the Central Valley. This wholesale upgrade replaced the facility that was built in



Furnishing Selected Commercial Refuse Disposal and Material Recovery Services in the City of Clovis, California



2003. CP Manufacturing has a stellar reputation for success in the MRF industry. CARTS's goal was to build the most state-of-the-art facility in the Central Valley and beyond. From the CP Auger Screen at the front of the system to the MSS Optical Sorters at the end, this MRF was designed to produce the best material recovery and purity possible.



The MRF is fed at the Drum Feeder. The Drum Feeder, along with the Advanced MRF controls system, ensures a constant and consistent feed to the processing line. This is extremely important in allowing the downstream separation equipment to function properly. The CP Auger Screen splits the material flow to allow pre-

sorters to work more efficiently in order to keep the system running. The Old Corrugated Cardboard (OCC) screen recovers cardboard over eight inches in size before the material is sent to the Glass Breaker Screen. The Glass Breaker breaks and removes the glass from the stream before the glass is sent to a magnet and a LightsOut Glass Cleanup System. The LightsOut removes the light impurities to create a clean glass product. The performance of a MRF is highly dictated by the performance of the fiber screens and the optical sorters.

IWS believes providing residents and businesses with opportunities and incentives to divert as much waste away from landfills, along with targeted education programs and state of the art separation facilities, will allow the City of Clovis to reach its recycling and waste diversion goals. Our comprehensive public education and outreach program and our recycling programs designed for the City of Clovis will enable it to meet the recycling mandates established by the State of California with ease.

5.0 Educational Outreach

IWS is committed to the constant development of creative and compelling public outreach materials and implementing effective communications programs that promote recycling, waste reduction, reuse, and resource conservation.

Recycling Education Team

The IWS educational outreach team includes our knowledgeable recycling coordinators, outreach manager, and account specialists. We believe changing the culture of our throw-away society needs to begin with the younger generation. Making recycling fun and a normal part of everyday life will allow community members, including students in Clovis Unified schools, commercial customers and City of Clovis facilities, to continue meeting recycling goals. Children will take what they learn at school into their homes, thereby indirectly influencing the adults in their lives to recycle at home and at work. Both our school and community presentations feature the theme, *Recycling – All Day, Every Day*, emphasizing that recycling is easily made into a regular part of daily life at school, home or at work.

IWS will continue to work closely with the City of Clovis, making certain that information is made available to businesses for easy scheduling of a presentation at an event such as *Earth Day* or other special events. At all events where we conduct presentations, a presentation evaluation is requested of the group. The responses are used to help the recycling teacher to improve upon their method for communicating the information, as well as content and subject matter.

Recycling Education for Commercial Customers and the City of Clovis

IWS's Educational Outreach program is constantly adapted, improved and modified to tailor its outreach and materials to the audience it serves. Recycling presentations and outreach events are offered to the staff and management of

"IWS's prices/fees are competitive with the surrounding areas, but their service is priceless. They partner with the Del Rey Community Services District on our community events each year: National Night Out, Thanksgiving Day Dinner and our annual Christmas Parade."

**Carlos Arias
District Manager,
Del Rey Community Service District**

businesses and City of Clovis facilities. The Cedar Avenue Recycling & Transfer Station also offers on-site visits to view our state-of-the-art recycling sort line in operation.



Environmental Considerations

IWS has been in the Clovis community for decades and has strived to improve the local environment with all of the services we deliver. IWS has been a leader with C&D recycling, and AB 341, AB 1826 and SB 1383 implementation with mandatory commercial recycling within Clovis and Fresno, and will continue providing excellent environmental services for decades to come. Recycling is at the intersection of landfill diversion and greenhouse gas reductions with the development of anaerobic digestion facilities, deployment of carbon negative collection fleets like our new CNG trucks, the implementation of AB 341 for commercial recyclables materials, AB 1826 for mandatory collection of commercial organic materials, and SB 1383 for phased in requirements to achieve 75% organic diversion by 2025. The Caglia companies constantly strive for their operations to optimize the use of emerging technologies and to reduce greenhouse gases, with the goal of preserving and protecting the City of Clovis and the San Joaquin Valley for future generations.

Delivering Results, Exceeding Expectations

The IWS staff and management teams have worked together on similar projects with successful outcomes: delivering results, meeting deadlines, and performing beyond expectations. We look forward to continuing our service to the City of Clovis.

“At the end of the day, it will be a series of promises we make and expectations we set. Our reputation has always been about how we’ve kept those promises.”

**Richard Caglia
President of Corporate Development
Industrial Waste and Salvage
The Caglia Environmental Companies**

6.0 List of Appendices

Appendix A: Letters of Recommendation

Appendix B: Permits

Appendix C: Outreach & Education

Appendix D: List of Equipment



Date: 11/15/2021

To Whom It May Concern:

This Letter is to serve as a formal recommendation for Caglia Environmental.

IWS has been servicing Clovis Community Medical since 2009, I have been personally acquainted with Caglia Environmental, to experience outstanding services over these years.

Caglia Environmental, through its hauling division Industrial Waste and Salvage (IWS), serves as the hauler. They ensure motivation and inspiration to work with changes and growth of CCMC Campus over the years.

Caglia Environmental developed their program in conformance to the ESAP agreement and has implemented the ESAP required education.

IWS has the ability to offer your organization outstanding service and dedication to your current needs as well as any changes to arise.

Please feel free to contact me, should you want to discuss any further details or ask questions concerning IWS.

Sincerely,

Debra Hageman

Supervisor Environmental Service

Office: 559-324-4019

Cell: 559-892-8368

dhageman@communitymedical.org



MALAGA COUNTY WATER DISTRICT

3580 SOUTH FRANK STREET FRESNO, CALIFORNIA 93725

PHONE: 559-485-7353 FAX: 559-485-7319

BOARD OF DIRECTORS

CHARLES E. GARABEDIAN JR. PRESIDENT SALVADOR CERRILLO VICE-PRESIDENT IRMA CASTANEDA DIRECTOR FRANK CERRILLO JR. DIRECTOR CARLOS TOVAR JR. DIRECTOR

MOISES ORTIZ
GENERAL MANAGER

November 12, 2021

Attention: Business Owner

Subject: Letter of Recommendation

To whom it may concern,

It is my pleasure to recommend IWS and the Caglia family as your support and trusted source for all your waste and sanitation needs. As a Special District and Special Community, we have nothing but great things to say about IWS and the Caglia name. We have been working with them for over 20 years and have a strong working relationship.

The team at IWS is communicative, responsible, trustworthy, delivers a quality program and has taken such good care of our Industrial and residential needs. We have 250 residents and 120 businesses in our district. IWS supports all of our users. From roll offs to residential and neighborhood cleanups, we couldn't find a better business to work with. Thank you to the Caglia family and to all of the people of IWS.

If you have any further questions about the business of IWS please feel free to reach out to myself.

Regards,

Moises Ortiz
District Manager
Malaga County Water District
(559) 485-7353



Del Rey
"Where Raisin is King"

DEL REY COMMUNITY SERVICES DISTRICT

LETTER OF RECOMMENDATION

November 12, 2021

RE: Industrial Waste & Salvage (IWS)

To Whom It May Concern:

Del Rey Community Services District has been with Industrial Waste & Salvage since 1997. IWS has steadily met the needs and serviced the growing needs of the District.

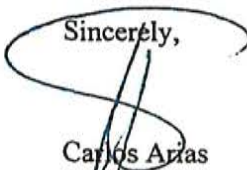
IWS is punctual and consistent on their days of waste/salvage pick up. If we need a delivery and/or pick up on waste containers, IWS is prompt to take care of the request(s).

IWS is periodically reviewing our monthly invoices in making sure that the District is appropriately credited as changes in service occur within the District.

IWS's prices/fees are competitive with the surrounding areas, but their service is priceless. They partner with the Del Rey Community Services District on our community events each year: National Night Out, Thanksgiving Day Dinner and our annual Christmas Parade.

I would highly recommend Industrial Waste & Salvage to service the needs of your City, District, or as an individual needing service at their home(s).

Sincerely,


Carlos Arias
District Manager,
Del Rey Community Service District

10649 E. Morro Avenue, Post Office Box 186 Del Rey, California 93616-0186
Phone: (559)888-2272 Fax: (559)888-1010 E-mail: drcsd@pacbell.net



November 15, 2021

Re: Industrial Waste and Salvage

Hello,

I am writing to recommend IWS as your service provider.

We are currently in contract with IWS and have the option to continue service for the next 2 years, and we fully intend to extend our service.

We changed providers in July 2015 for a year and missed the extra valued service that Nick Caglia and the IWS team provided, so went back to IWS.

The responsiveness and extra service provided by IWS made all the difference to our needs.

We can also count on their drivers that pick up at our sites on being professional and respectful.

I would highly recommend IWS.

Regards,

Janice Nye

Buyer

Governing Board

Hugh Awtrey

David DeFrank

Steven G. Fogg, M.D.

Susan K. Hatmaker

Yolanda Moore

Eltzabeth J. Sandoval

Tiffany Stoker Madsen

Administration

Elmear O'Farrell, Ed.D.
Superintendent

Norm Anderson
Deputy Superintendent

Robyn Castillo, Ed.D.
Associate Superintendent

Corrhe Folmer
Associate Superintendent

Barry S. Jager, Jr.
Associate Superintendent

Michael Johnston
Associate Superintendent

SOLID WASTE FACILITY PERMIT

Facility Number:

10-AA-0187

1. Name and Street Address of Facility:

CEDAR AVENUE RECYCLING AND
TRANSFER STATION
3457 S. CEDAR AVENUE
FRESNO, CA 93721

2. Name and Mailing Address of Operator:

CARTS, INC.
P.O. BOX 446
FRESNO, CA 93709-0446

3. Name and Mailing Address of Owner:

CAGLIA FAMILY TRUST
P.O. BOX 446
FRESNO, CA 93709-0446

4. Specifications:

- a. Permitted Operations:** Solid Waste Disposal Site Transformation Facility
 Transfer/Processing Facility (MRF) Other: _____
 Composting Facility (MSW/green material/C&G)

b. Permitted Hours of Operation: Receipt of Refuse/Waste: 24 hrs 7 days a week- See TPR for additional hours of operation.

Ancillary Operations/Facility Operating Hours: 24 hrs 7 days a week- See TPR "Hours of Operation".

c. Permitted Maximum Tonnage: 3,100 Tons per Day

d. Permitted Traffic Volume: 1,000 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	15.0	N/A	15.0	N/A	N/A
Design Capacity (cu.yds)			3,100 TPD		
Max. Elevation (Ft. MSL)					
Max. Depth (Ft. MSL)					
Estimated Closure Year					

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

Wayne Fox
Department of Public Health
Environmental Health Division Manager



Approving Officer Signature

6. Enforcement Agency Name and Address:

County of Fresno Department of Public Health
Environmental Health Division
1221 Fulton Street, Third Floor
Fresno, CA 93721

7. Date Received by CalRecycle:

January 30, 2003

8. CalRecycle Concurrence Date: February 11, 2003

9. Permit Issued Date:

February 24, 2003

10. Permit Review Due Date:

December 18, 2022

11. Owner/Operator Transfer Date:

559-488.1020

FILED P.01

OCT 15 2003

NOTICE OF DETERMINATION

E 20031000 0435

FRESNO COUNTY CLERK
By *Marsha Cull*
DEPUTY
DATE RECEIVED FOR FILING

TO: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

FROM: CITY OF FRESNO
Planning and Development Department
2600 Fresno Street
Fresno, California 93721-3604

County Clerk
County of Fresno
2221 Kern Street
Fresno, California 93721

**SUBJECT: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code
Conditional Use Permit (CUP) No. C-03-118, Amendments to CUP No. C-01-063**

Project Title

2001041004

Planning and Development Department
City of Fresno
Sandra Brock, Planner

(559) 621-8041

State Clearinghouse Number
(if subject to Clearinghouse)

Lead Agency Contact Person

Area Code/Telephone Number

3457 South Cedar Avenue (west side of South Cedar Avenue between North and Muscat Avenues),
in the City and County of Fresno, T14S, R20E, S26, MDB&M
Project Location

PROJECT DESCRIPTION: Conditional Use Permit No. C-03-118 amends previously approved CUP No. C-01-063 for the Cedar Avenue Recycling and Transfer Station and IWS trucking by; adding 12,700 square feet (s.f.) to the transfer station building plus a 320 s.f. electrical room; authorizing 24 hour receipt of material; re-orientation of the on-site sedimentation basin, and allowing a portable canopy for immediate sorting of construction and demolition debris. All activities and improvements are subject to special permit conditions and compliance with mitigation measures approved for CUP No. C-01-063 through Environmental Assessment No. C-01-063.

This is to advise that the City of Fresno, the Lead Agency, has given final approval to the above-described project on October 15, 2003 and has made the following determinations regarding this project:

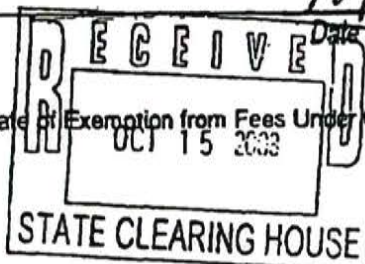
1. The project ([] will [X] will not) have a significant effect on the environment.
2. [] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
[] A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
[] A Determination of Project Conformity to the 2025 Fresno General Plan Master Environmental Impact Report (City of Fresno MEIR 10130) was made for this project
[X] An Addendum to a previously approved Mitigated Negative Declaration was prepared for this project, pursuant to the provisions of CEQA Guidelines Section 15164.
3. Mitigation measures ([X] were [] were not) made a condition of the approval of the project.
4. A statement of Overriding Considerations ([] was [X] was not) adopted for this project.
5. Findings ([] were [X] were not) made pursuant to the provisions of CEQA.

This is to certify that the above-described Addendum to the Mitigated Negative Declaration, with comments and responses and record of project approval, is available to the general public at the City of Fresno, Planning and Development Department, 2800 Fresno Street, Room 3043, Fresno, California 93721-3604.

Darrell Unruh
Darrell Unruh
Planning Manager, City of Fresno

10/15/03

Attachments: De Minimis Impact Finding/Certificate of Exemption from Fees Under Calif. Fish & Game Code §711.4
Project Vicinity Map
Notice of Project Approval



**CALIFORNIA DEPARTMENT OF FISH AND GAME
CERTIFICATE OF FEE EXEMPTION**

DE MINIMIS IMPACT FINDING FOR ENVIRONMENTAL ASSESSMENT NO. C-03-118

LEAD AGENCY:

City of Fresno, Planning and Development Department, 2600 Fresno Street, Fresno, California 93721

PROJECT TITLE AND LOCATION:

Conditional Use Permit (CUP) No. C-03-118, Amendments to previously approved CUP No. C-01-063 for the Cedar Avenue Recycling and Transfer Station and IWS Trucking

PROJECT DESCRIPTION:

Adds 12,700 square feet (s.f.) to the previously approved transfer station building plus a 320 s.f. electrical room; authorizes 24 hour receipt of material; and allows a portable canopy for immediate sorting of construction and demolition debris.

FINDING OF EXEMPTION:

Pursuant to the above-noted environmental assessment, an Addendum to the previously approved Mitigated Negative Declaration for EA No. C-01-063 has been prepared by the lead agency for the proposed project. There is no evidence in the record that the proposed project may have an adverse effect on wildlife resources.

"I hereby certify that the public agency has made the above finding and that the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.4 of the Fish and Game Code."



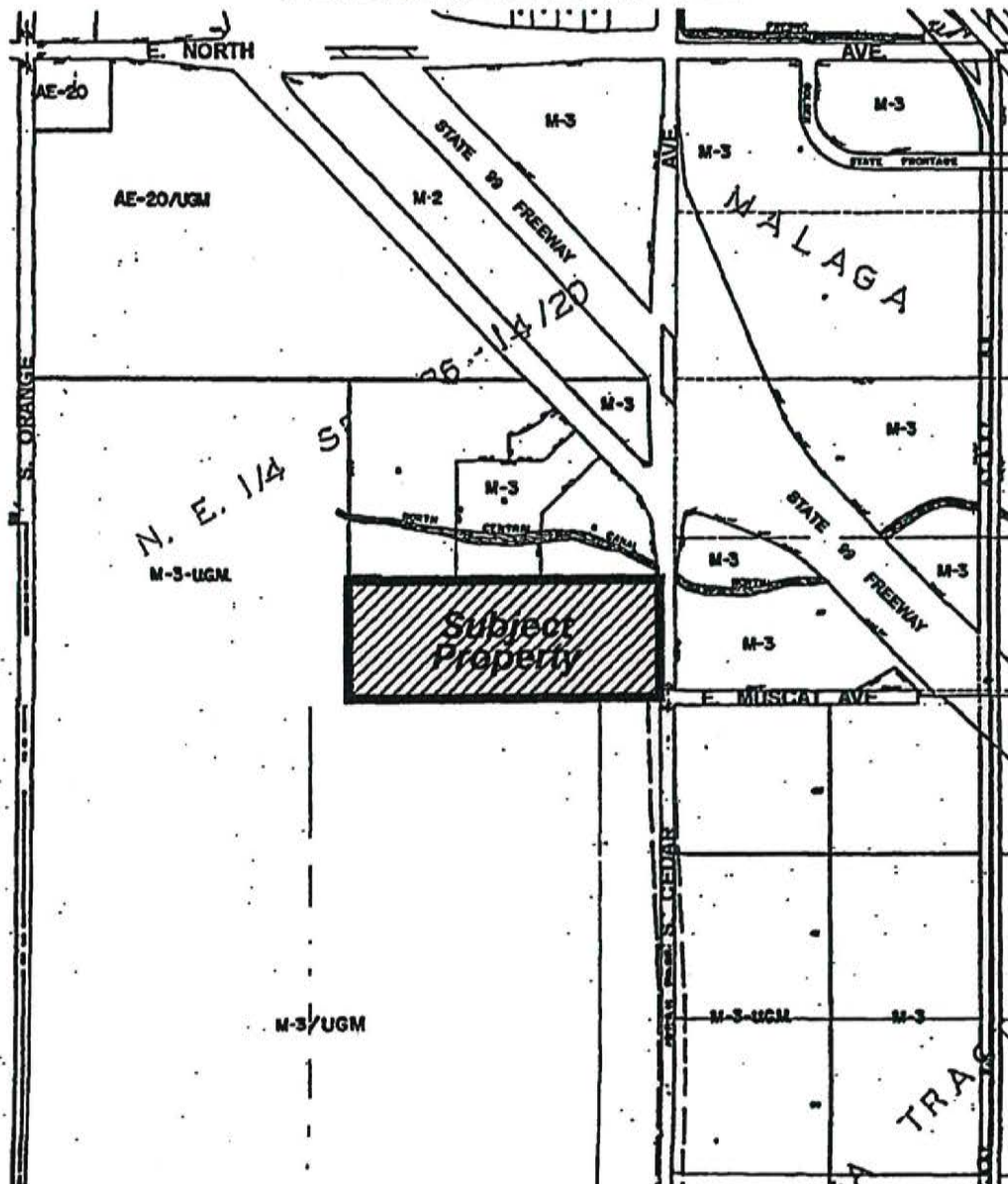
Darrell Unruh, Planning Manager
Advance Planning Division

Date: October 15, 2003

Section 711.4, Fish and Game Code

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VICINITY MAP



**CITY OF FRESNO
PLANNING & DEVELOPMENT DEPARTMENT
NOTICE OF PROPOSED GRANTING OF SPECIAL PERMIT
CONDITIONAL USE PERMIT APPLICATION NO. C-03-118**

NOTICE IS HEREBY GIVEN that the Director of the City of Fresno Planning & Development Department, in accordance with the Special Permit Procedure of Fresno Municipal Code Section 12-406, proposes approval of Conditional Use Permit Application (CUP) No. C-03-118, filed by the Orange Avenue Disposal Company, Inc. and the Frank Caglia Family Trust to authorize amendments to previously approved CUP No. C-01-063. The amendments would provide for an expansion of hours for receiving solid waste to 24 hours per day (but would not change previously approved hours for processing); would authorize the previously-described 12,000 square foot future expansion of the transfer station building; would add a 320 square foot electrical control room to the transfer station, would allow for a portable canopy to facilitate sorting of construction and demolition materials immediately upon receipt; and would change the location of the on-site ponding basin (orienting it north-south instead of east-west). This project is sited on 15 acres of property zoned M-3 (Heavy Industrial District) located at 3457 South Cedar Avenue (on the west side of S. Cedar Ave. south of S. Parkway Drive and north of the E. Muscat Avenue alignment).

1. Development and use of this site shall take place in accordance with final corrected Exhibits A, B, and L, dated July 28, 29003; the project's revised operational statement dated August 28, 2003; and special permit conditions of approval.*
2. Development and use of the site shall continue to take place in accordance with the mitigation measures specified in Environmental Assessment No. C-01-063. An Addendum to the Mitigated Negative Declaration approved for CUP No. C-01-063 has been prepared for this project, pursuant to findings made under California Environmental Quality Act Guidelines Section 15164.*

*These documents are available for public review at the City of Fresno Planning & Development Department, Fresno City Hall Room 3043, 2600 Fresno Street, Fresno, California 93721.

It should be noted that development and use of this facility is also subject to review and permit approvals/regulation by Fresno County Environmental Health; the California Integrated Waste Management Board; Fresno Fire Department; and the San Joaquin Unified Air Pollution Control District.

For additional information regarding this project you may also call Sandra Brock of the Planning Division, 559-621-8041.

The proposed granting of this special permit by the City of Fresno is subject to an appeal/comment period of 15 days from the date of this Notice, in order to allow time for any interested parties to comment and/or to file an appeal. In the event you wish to comment or to protest the decision to grant this special permit, you may do so by filing a written appeal with the City of Fresno Planning & Development Director. The comment or appeal must include the appellant's interest in/relationship to the subject property; reference to the specific decision or action being commented upon or appealed; and, if applicable, the specific reason(s) why the decision or action is being appealed (i.e., why the appellant believes the action should not be upheld).

ANY WRITTEN COMMENT OR APPEAL must be directed to the above address for the Planning & Development Department and must be received by the Planning Division by 5 p.m. on October 14, 2003.

PLANNING & DEVELOPMENT DEPARTMENT

Dated: September 29, 2003
Assessor's Parcel No. 330-220-03



Nick P. Yovino, Director

J:\SBPROJ\C-03-118 11 MailedPropGranting.not



QUARTERLY COMMERCIAL NEWSLETTER

January | 2021



AB 1826 Mandatory Commercial Organic Recycling - What Your Business Should Know

Assembly Bill 1826 was passed in 2014 with a goal of diverting organic waste from landfills and reducing methane emissions statewide. The bill was designed to phase in requirements to local municipalities to allow California businesses time to adhere to the new laws.

On September 15, 2020, California tightened their State law requirements surrounding commercial organic recycling. The law now states that any business or multi family dwelling of five (5) or more units who generate at least two cubic yards of solid waste per week are required to have an organic recycling program in place.

Business who do not have an organic recycling program are considered "non-compliant".

Why is organic recycling important for my business?

To put it simply, not recycling organic material is wasteful. According to the EPA, more food waste ends up in landfills than any other single item. Organic waste takes up about 21-25% of the average landfill.

As business owners, we all have a responsibility to help our State lower the numbers in these statistics.

Did you know? Reducing the amount of organic waste your business throws into the garbage container can actually save you money? Most organic recycling options actually cost less than trash services.

Industrial Waste & Salvage is committed to ensuring all of the commercial businesses we serve stay in compliance with State laws. We offer front load organic waste services ranging from one (1) yard up to six (6) yards

If your business requires more space, we offer organic roll-off services in three sizes; twelve (12) yards, twenty five (25) yards and forty (40) yards.

Our services can be customized to fit your unique business requirements with services up to 6 days per week. Call us today to get an organic recycling program started for your business.



HOLIDAYS OBSERVED THIS QUARTER:

NEW YEAR'S DAY | FRIDAY, JANUARY 1

PLEASE NOTE: OUR OFFICE WILL BE CLOSED ON THIS DAY AND SERVICE MAY BE DELAYED BY ONE DAY DURING THIS WEEK.

QUARTERLY FACT: Recycling just one ton of paper saves enough energy to power the average American home for 6 months.

FREE CHRISTMAS TREE DISPOSAL

Drop off your Christmas Tree in Fresno at Cedar Avenue Recycling & Transfer Station

SATURDAY - JANUARY 9 2021

TREES MUST BE NATURAL. ALL DECORATIONS SUCH AS TINSEL, ORNAMENTS & LIGHTS MUST BE REMOVED PRIOR TO DISPOSAL. ARTIFICIAL TREES WILL BE CHARGED AS TRASH. OFFER IS VALID FOR ONE (1) TREE PER CAR.





Quarterly Commercial Newsletter

April 2021
2nd Quarter



AB 1826: Commercial Organics Waste Recycling

Organics waste is considered food waste, green waste, land-scape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Examples of food-soiled paper include uncoated products such as napkins, paper towels, tissues, egg cartons, and some paper plates and cups.

As of September 15, 2020, commercial and industrial businesses such as hospitals, stores, and residential dwellings with 5+ units who generate two or more cubic yards of solid waste per week are required to have an organics program in place.

If you do not have a recycling program in place for food and green waste, call IWS to launch one at your business.

Organizations can comply with the law by doing one of the following:

- Separating food waste from trash/recycling, and serviced by a vendor.
- Recycling organic waste on site, or self-hauling organic waste off site for recycling.

- Order service from an organic waste recycling company that may include mixed waste processing that specializes in recycling of organic waste

The goals of the mandatory commercial organics recycling law (AB 1826) includes helping the State of California achieve its recycling and greenhouse gas emission reduction goals. Greenhouse gas emissions resulting from the decomposition of organic waste in landfills has been identified by the state as a contributing cause of air pollution.

By complying with AB 1826, your business or apartment complex is doing its part to reduce pollution and improve the Central Valley's air quality, which creates a better quality of life for all!

If your business or organization produces food or green waste and you have not yet established a recycling program so that you are in compliance with AB 1826, call IWS. We can perform a waste audit and help you establish an organics collection service that fits your business needs.

To learn more about AB 1826, visit CalRecycle.ca.gov

THRESHOLD AS OF SEPTEMBER 15, 2020

BUSINESSES AND MULTI-FAMILY RESIDENCES THAT GENERATE 2 CUBIC YARDS OR MORE OF SOLID WASTE, (TOTAL TRASH, RECYCLABLES, AND ORGANICS).



HOLIDAYS DURING THIS QUARTER

Memorial Day | Monday, May 31

We are OPEN on this day and running regular service routes.

Each day in the United States approximately one pound of food per person is wasted. This equates to

30-40% of the food supply

according to the US Department of Agriculture.



Did you know it takes plastic foam approximately 500 years to break down in a landfill? 2.3 million tons are sent to the landfill each year! It may seem like an easy, cost-friendly solution for your business but petroleum based plastics like Styrofoam are harmful to the environment and have even been banned in many cities such as New York City, Seattle, and Portland.

Consider these biodegradable alternatives:



To-Go Cups



Food Containers



Egg Cartons



Packing Peanuts

HAPPY EARTH DAY!

April 22





Quarterly Commercial Newsletter

JULY 2021
3rd Quarter



The Benefits of Reducing, Reusing and Recycling

We often hear that it is important to reduce, reuse and recycle. California has implemented laws for commercial businesses to help achieve its recycling goals. In 2012, Governor Jerry Brown signed Assembly Bill 341, to reduce greenhouse gas emissions (GHG) by diverting solid waste* from landfills. Just four years later, Assembly Bill 1826 was released, setting a goal of further reducing GHG emissions. California has phased in requirements to ensure compliance.

AB 1826: As of September, 2020, commercial businesses and multi-family buildings with five or more units that generate 2 cubic yards or more of solid waste are required to recycle their organic material.

AB 341: Commercial businesses and multi-family buildings with five or more units must recycle.

As of July 1, 2020 - AB341 and AB1826 covered businesses must provide organics and recycling containers to collect waste generated from products purchased and consumed on the premises.

Here are some suggestions to make reducing, reusing and recycling an easy part of every work day.

Reduce

- Buy reusable plastic, glass or stainless items.
- Buy products with less packaging.
- Donate used appliances, building materials, clothes,

electronics, furniture, etc. to a local non-profit organization's thrift store for resale.

Reuse

- Reuse plastic bags.
- Plastic and glass containers that originally contained food items like spreadable butter and pickles can be washed and used to store leftovers.
- Buy used appliances, clothes, furniture, etc. from thrift stores and garage sales.
- Buy used automobiles from charitable organizations that reclaim and repair them for sale.

Recycle

Here is a short list of recyclable items:

- Beverage Containers
- Glass Bottles & Containers
- Metal, Aluminum, & Steel
- Paper (anything that rips)
- Plastics

Remember to reduce, reuse and recycle—it helps keep the Central Valley environmentally clean and sustainable.

To learn more ways to recycle, visit our website listed below or visit:

www.epa.gov/recycle
www.calrecycle.ca.gov

*solid waste is the total of trash, recycling, and organics

HOLIDAYS DURING THIS QUARTER

Independence Day | Monday, July 5 (Observed)
Labor Day | Monday, September 6

We are OPEN on these days and running regular service routes.

QUARTERLY FACT:

ACCORDING TO THE ENVIRONMENTAL PROTECTION AGENCY (EPA), THE UNITED STATES GENERATED **12.3 MILLION TONS OF GLASS** IN 2018. UNFORTUNATELY, ONLY 31.3% OF IT WAS RECYCLED. WE CAN DO BETTER.



FULL TIME JOBS AVAILABLE

WE'RE HIRING IN FRESNO!

- CLASS A DRIVER
- COMMERCIAL DRIVER

TO APPLY OR VIEW OTHER JOBS IN THE CENTRAL VALLEY, VISIT OUR WEBSITE'S CAREERS PAGE!





Quarterly Commercial Newsletter

OCTOBER 2021
4th Quarter



5 Ways Reduce Food Waste this Holiday Season

In July of 2020, California recycling laws went into effect that state all AB341 and AB1826 covered businesses must provide organics and recycling containers to collect waste generated from products purchased and consumed on the business premises.

Whether or not your business sells food, the holidays usually come with company potlucks and other festivities. Here are a few tips to help reduce unnecessary food waste.

- 1. Make a Shopping List.** The easiest way to reduce food waste is to avoid creating it in the first place. By making a shopping list beforehand and sticking to it, you can eliminate impulse buys that lead to waste. If you plan to cater your event, make sure to order exact serving amounts and account for your staff's dietary needs.
- 2. Think Smaller.** How you serve food plays a key role in reducing food waste. Using smaller serving spoons and plates can help eliminate heaps of food going to waste. Bigger plates tend to lead to people piling on more than they can eat. By using smaller plates, staff can still load up and go for seconds if they wish. Pro tip: offer drinks in resealable containers to help eliminate beverage waste.
- 3. Remember Food Safety.** It's common to have snacks or goodies out for your employees throughout the holidays. According to the

USDA, cooked food sitting at room temperature can rapidly grow bacteria and become unsafe to eat. Most food including deli trays and other dairy should only be left out no more than two hours. Putting food out in smaller quantities for shorter periods of time can help save it from getting tossed.

- 4. Use To-Go Containers.** Another way to avoid food ending up in the trash is to make to-go containers available to employees after potlucks or parties. Purchasing reusable or compostable food containers allows for staff to take any extras home. This will help you limit the amount of leftovers that would otherwise be thrown out.
- 5. Recycle.** If food does go bad or cannot be saved, the best option is either composting or recycling. Utilize your organics containers to ensure extra food does not end up in a landfill to rot. Taking these extra steps helps reduce greenhouse gas emissions that contributes to climate change.

To learn more about AB 341 and AB 1826, visit: www.calrecycle.ca.gov
For more tips on reducing greenhouse gas emissions and diverting recyclable materials from landfills, visit: www.calepa.ca.gov

You can also visit the recycling education page on our website listed below.

HOLIDAYS DURING THIS QUARTER

Thanksgiving Day | Thursday, November 25
Christmas Day | Saturday, December 25
New Year's Day | Saturday, January 1

We are **CLOSED** on these days. Thanksgiving week will be on holiday schedule. See below.

PLEASE NOTE: We will be OPEN on Friday, December 24th for "Public Observed" Christmas.

MON 11/22	TUE 11/23	WED 11/24	THUR 11/25	FRI 11/26	SAT 11/27
MON SERVICE	TUE SERVICE	WED + THUR SERVICE	CLOSED NO SERVICE	FRI SERVICE	SAT SERVICE



QUARTERLY FACT:
If every American wrapped just 3 presents in re-used materials, it would save enough paper to cover 45,000 football fields. If we each sent 1 less holiday card, we'd save 50,000 cubic yards of paper.

THE CURRENT THRESHOLD FOR AB 1826 IS 2 (TWO) CUBIC YARDS. THEREFORE, BUSINESS THAT GENERATE 2 CUBIC YARDS OR MORE OF ALL MATERIALS SHALL ARRANGE FOR ORGANIC WASTE RECYCLING SERVICE. NEED HELP? CALL US FOR A FREE WASTE AUDIT AT YOUR BUSINESS.

WE'RE HIRING IN FRESNO!

- COMMERCIAL DRIVER
- SCALE HOUSE ATTENDANT

TO APPLY OR VIEW OTHER JOBS IN THE CENTRAL VALLEY, VISIT OUR WEBSITE'S JOBS PAGE.



WHAT IS ORGANIC WASTE?

Organic waste accounts for more than a third of the material in California's waste stream.

What exactly is organic waste and why is it important for your company to recycle it? Simply put, organic waste contains materials which originated from living organisms such as plants or animals. Rules and regulations on organic waste can vary throughout California.

Here's what you need to know for your business in Fresno County:

WHAT CAN BE RECYCLED



FOOD SCRAPS (includes fruit, vegetables, meat, dairy, bread, coffee grounds, etc.)



GREEN WASTE (includes general yard clippings, leaves, twigs, flowers, etc.)

While some items are recyclable and are technically organic, they may not actually belong in your organic waste container. Below are a few examples of items that currently cannot be recycled as organic waste and where they should go instead.

COMMON MISTAKES WHEN RECYCLING ORGANICS



PET WASTE/DECEASED ANIMALS

TRASH



DIAPERS/WIPES

TRASH



MEDICAL WASTE

TAKE TO HHW DISPOSAL FACILITY



PLASTIC BAGS

TAKE TO LOCAL RECYCLING CENTER

Other items to keep out of your organic waste containers are: cardboard boxes, glass, hazardous waste/chemicals, liquid, metal, paper, plastic, and general trash.

If you are unsure of which items are recyclable, give us a call!



559-999-1111

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TRASH



DIAPERS/WIPES

TRASH



MEDICAL WASTE

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559-999-1111

COMMERCIAL RECYCLING

Recycling can benefit your community and the environment. Sometimes recycling can be confusing because acceptable materials can vary by county in California.

Here's what you need to know for your business in Fresno County:



GLASS
bottles, jars 



METAL
aluminum cans & bottles, steel cans 

REMEMBER:

DO NOT throw
your recycling
away
in a bag.



STYROFOAM



INK CARTRIDGES

**DO NOT
PUT THESE
ITEMS IN
YOUR
RECYCLING
CART!**



PLASTIC BAGS



**HAZARDOUS
WASTE**



PLASTIC
all container
types 1-7
no lids 

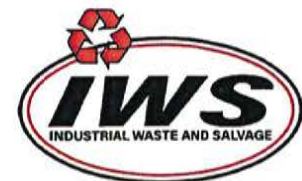


PAPER
computer paper, envelopes,
file folders, magazines,
newspaper, junk mail 



CARDBOARD
chipboard, food boxes,
shipping boxes 

OTHER UNACCEPTABLE MATERIALS: Candy Bags and Wrappers, Chip Bags, Drinking Straws, Medical Waste (Syringes, Lancets, Needles and Bags), Oil, Antifreeze or Other Automotive Fluids, Paper Towels (Clean or Dirty) Paper Plates, Cups and Bowls, Plastic Bubble Wrap, Ribbon/Bows, Tissues or Toilet Paper.



559-999-1111

To order recycling containers, call or contact us at www.cagliarecycling.com

MULTI-FAMILY DWELLING (MFD) RECYCLING

Recycling can benefit your community and the environment. Sometimes recycling can be confusing because acceptable materials can vary by county in California.

Here's what you need to know for your MFD in Fresno County:



GLASS
bottles, jars 



METAL
aluminum cans & bottles, steel/tin cans 

REMEMBER:

DO NOT throw your recycling away in a bag.



STYROFOAM CUPS/CONTAINERS



DO NOT PUT THESE ITEMS IN YOUR RECYCLING CART!

WRAPPING PAPER/SHINY OR GLITTERY PAPER



PLASTIC BAGS



HAZARDOUS WASTE



PLASTIC
all container/jug types 1-7 no lids 



PAPER
office paper, envelopes, file folders, magazines, newspaper, junk mail 



CARDBOARD
chipboard, food boxes, shipping boxes (flattened) 

OTHER UNACCEPTABLE MATERIALS: Candy Bags and Wrappers, Chip Bags, Diapers/Wipes, Drinking Straws, Medical Waste (Syringes, Lancets, Needles and Bags), Oil, Antifreeze or Other Automotive Fluids, Paper Towels (Clean or Dirty) Paper Plates, Cups and Bowls, Plastic Bubble Wrap, Ribbon/Bows, Tissues or Toilet Paper.



559-999-1111

If you're unsure about an item, call or contact us at www.cagliarecycling.com

Business Name	Address	Service Type	Size	Notes
At Home Stores	1075 Shaw	Compactor	40-yd, 1-2x month	
Best Buy	654 W. Herndon	Compactor	40-yd, 1x month	Receiver box rental
Clovis Community Hospital	2755 Herndon	Compactor, Receiver Box, Roll off	30-yd, 15-yd, 40-yd, 37x month	
Costco	2270 Clovis	Compactor	40-yd, 5x month	
Dick's Sporting Goods	1225 Herndon	Compactor	40-yd, 1x month	Receiver box rental
Food Maxx	1355 Shaw	Compactor	30-yd, 2x month	
Future Ford	920 W. Shaw	Compactor	30-yd, 1x month	
Hobby Lobby	1425 Shaw	Compactor	40-yd, 1x month	Receiver box rental
Home Depot	845 W. Shaw	Compactor	40-yd, 4x month	
Home Goods	1395 Herndon	Compactor	40-yd, 1x month	Receiver box rental
In N Out Burger	382 N. Clovis	Compactor	30-yd, 3x month	
Kaiser Hospital	2071 Herndon	Compactor	15-yd, 1x month	
Kohl's	1000 Shaw	Compactor	40-yd, 3x month	Receiver box rental
Lowe's	875 Shaw	Compactor	40-yd, 9x month	
Marshall's	540 Shaw	Compactor	40-yd, 2x month	Receiver box rental
Michael's	255 W. Shaw	Compactor		Rarely used
Ross	920 Herndon	Compactor	40-yd, 1x month	
Save Mart	1835 Herndon	Compactor	30-yd, 1-2x month	
Sears	1140 Shaw	Compactor	40-yd	Rarely used
SVM S #1 (Sierra Vista Mall)	1050 Shaw	Roll off	30-yd, 4-5x month	Is listed and included with compactors
SVM #2	1050 Shaw	Compactor	1x month	
SVM #3	1050 Shaw	Compactor	1x month	

SVM SW23	1050 Shaw	Compactor		Rarely used
Solstice Senior Living	2100 Fowler	Compactor	25-yd, 5x month	
Sprouts	850 Herndon	Compactor	30-yd, 3x month	
SVM Theater	1050 Shaw	Compactor	40-yd, 4x month	
Target	695 W. Herndon	Compactor	40-yd, 3x month	
Target	900 Shaw	Compactor	30-yd, 2x month	
TJ Maxx	675 W. Herndon	Compactor	30-yd, 2x month	Receiver box rental
Vons	3100 Fowler	Compactor	30-yd, 2x month	
Vons	1650 Herndon	Compactor	35-yd, 2x month	
Walmart	1185 Herndon	Compactor	30-yd, 6x month	
Walmart	323 W Shaw	Compactor	30-yd, 6x month	
Walmart	1830 Shaw	Compactor	30-yd, 1x month	
Winco Foods	396 W. Ashlan	Compactor	35-yd, 13x month	
Yosemite Gardens	2100 Fowler	Compactor	25-yd	rarely used
Quality Carpet	297 Shaw	Roll off	30-yd, 15x month	
	324 N.			
Builders Flooring	Minnewawa	Roll off	50-yd, 13x month	
Unlimited Door	1173 Dayton #103	Roll off	40-yd, 1x month	
City of Clovis	908 Villa	Roll off	25-yd, 5x month	
New Image Pool Interiors	906 Hoblitt	Roll off	40-yd, 5x month	
Carpet Mill Outlet	2953 Larkin	Roll off	25-yd, 2x month	
Thomaco Property Management	1610 Herndon	Front Loader	6-yd, 6x week	
Thomaco Property Management	1850 Herndon	Front Loader	6-yd, 6x week	
Thomaco Property Management	1850 Herndon	Front Loader	6-yd, 6x week	
Thomaco Property Management	1660 Herndon	Front Loader	4-yd, 6x week	Has two 4-yd bins
Valley Fence	3305 Lind	Front Loader	6-yd	Has two 6-yd bins
Villa Mobile Home Park	1272 S. Villa	Front Loader	4-yd, 1x week	Also has Lock-lid service
United Artists Cinema	2301 Villa			Is listed as 3, 3yd front loaders but is a compactor

Thomason Development	3170 Fowler	Front Loader	6-yd, 6x week	
Thomason Development	3150 Fowler	Front Loader	6-yd, 4x week	
Thomason Development	3140 Fowler	Front Loader	4-yd, 3x week	
Minnick Roofing	2974 Phillip	Front Loader	6-yd, 1x week	Has two 6-yd bins
Pelco	3500 Pelco Way	Roll off	25-yd	
Rodeo Grounds				
Misc Old Town Events			Various	
Clovis Glass	99 Sunnyside	Roll off	Various	Temporary rental - since July 2019
Golden State Plastering	1580 Menlo	Roll off	Various	Temporary rental - 4 or more years
Ferguson Enterprises	300 Park Creek	Roll off	Various	Temporary rental - 4 or more years