

WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY

Executive Director

Rob Hilton
1821 S. Bascom Ave. #405
Campbell, CA 95008

Telephone: (408) 471-6255

E-mail: wvswma@hfh-consultants.com

Member Agencies

City of Campbell
Town of Los Gatos
City of Monte Sereno
City of Saratoga

SPECIAL MEETING AGENDA

December 5, 2022

5:00 p.m.

Teleconference/Public Participation Information

This meeting will be held exclusively via teleconference participation by the Board Members in locations not open to the public in order to be in compliance with the Governor's Executive order N-25-20 (March 12, 2020), superseded by Order N-29-20 (March 17, 2020), allowing physical location and teleconference meetings required by the Ralph M. Brown Act. The purpose of the order is to ensure the safest environment for both staff and the public, consistent with Santa Clara County Public Health Department's current recommendations.

On June 11, 2021, the Governor issued Executive Order N-08-21, which stated the Brown Act teleconferencing suspension was to expire on September 30, 2021. On September 16, 2021, the Governor signed Assembly Bill 361 (AB 361), which amended the Brown Act to allow legislative bodies to meet via teleconferencing, provided that particular conditions are met. AB 361 allows legislative bodies to use teleconferencing to conduct public meetings during a proclaimed State Emergency. At the November 28, 2022 Special Board Meeting with the West Valley Clean Water Authority, the Board approved a resolution authorizing continued teleconferencing under AB 361.

For this meeting, there will be no physical location from which members of the public may observe the meeting. Instead, members of the public can attend and/or participate using the following:

- Submit written comments via email to the West Valley Solid Waste Management Authority (Authority) at wvswma@hfh-consultants.com prior to or during the time for public comment at the meeting. Authority staff will share all comments with the Board at the meeting and make them part of the public record.
- Observe and address the Board telephonically, at the appropriate time for public comment during the meeting, following these instructions:

Link to join the Virtual Meeting: <https://us02web.zoom.us/j/85830663632>

Call in Phone Number: +1 (669) 444-9171

Meeting ID: 858 3066 3632

- During the meeting, the Chairperson will call for public comment. If you wish to address the Board, please use the "raise hand" feature and Chairperson will call on you when it is your turn.

Note: In order to speak, Authority Staff will need to temporarily promote you to a panelist and unmute you.

Call to Order

Pledge of Allegiance

Roll Call

Oral Communications from the Public

Written Communications

None

Old Business

None

New Business

1. Consider selection of contractor to provide collection services beginning March 1, 2024 and approve Resolution 2022-11 authorizing the Chair to enter into a Franchise Agreement with the selected contractor to provide collection and processing services.

Consent Calendar

2. Receive and file a report on the Member Agencies' 2021 CalRecycle Annual Reports.
3. Receive a status report on SB 1383 implementation.
4. Receive a report on recent regulatory changes and program updates.
5. Approve Minutes of September 1, 2022 Board Meeting.
6. Approve Minutes of October 13, 2022 Special Board Meeting.
7. Approve Minutes of the October 24, 2022 Special Board Meeting.
8. Receive and file the Executive Director Year-to-Date Financial report for the year ended June 30, 2023.

ADDRESSING THE BOARD

Any person shall have the right to address the Board during consideration of any item on the Board's agenda or during the time for oral communication if not on the agenda but pertaining to subject matter within the jurisdiction of the Board. Any person wishing to address the Board should stand or raise the hand and wait to be recognized by the Chairperson. Please stand at the podium, if able, state your name and address for the record, and proceed to address the Board. All remarks and questions should be addressed to the Board through the Chairperson and not to any member thereof or to the public. No question should be asked a Board Member or a member of Authority staff without first obtaining permission of the Chairperson.

Executive Director Report

Future Agenda Items

Board Member Reports

Convene to Closed Session

PUBLIC EMPLOYEE EVALUATION

Legal Authority: Govt Code section 54957(b)(1)
Position: Executive Director, Authority Counsel
Staff Present: Executive Director, Authority Counsel

Reconvene to Open Session

Adjournment

Next Regular Meeting: February 2, 2023, 5:00 p.m.

ADDRESSING THE BOARD

Any person shall have the right to address the Board during consideration of any item on the Board's agenda or during the time for oral communication if not on the agenda but pertaining to subject matter within the jurisdiction of the Board. Any person wishing to address the Board should stand or raise the hand and wait to be recognized by the Chairperson. Please stand at the podium, if able, state your name and address for the record, and proceed to address the Board. All remarks and questions should be addressed to the Board through the Chairperson and not to any member thereof or to the public. No question should be asked a Board Member or a member of Authority staff without first obtaining permission of the Chairperson.

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WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY AGENDA REPORT

Agenda Item No. 1
Meeting Date: December 5, 2022

Date: December 5, 2022
To: West Valley Solid Waste Management Authority Board
From: Executive Director
Subject: Collection Procurement

Recommended Action

Consider selection of contractor to provide collection services beginning March 1, 2024 and approve Resolution 2022-11 authorizing the Chair to enter into a Franchise Agreement with the selected contractor to provide collection and processing services.

Discussion

Background

The West Valley Solid Waste Management Authority (Authority) has an agreement with West Valley Collection and Recycling, LLC (WVC&R) for the collection of solid waste, recyclable materials, and organic materials; and, processing of recyclable materials and organic materials (Agreement) in the City of Campbell, City of Monte Sereno, City of Saratoga, and Town of Los Gatos (Member Agencies). The Agreement expires on February 28, 2024. The Authority entered into a competitive request for proposals (RFP) process on May 5, 2022 at the Board's direction, enabling a new agreement to be negotiated and implemented no later than February 28, 2024.

In August, the Authority received two proposals in response to the competitive RFP issued. The Evaluation Committee has reviewed the proposals received from WVC&R and Green Waste Recovery (GWR), clarified those proposals to their satisfaction, interviewed the proposers, toured all new facilities initially proposed for use to fulfill this agreement, and conducted appropriate due diligence on their references, litigation history, and regulatory compliance history.

Scope Direction from Board

At the October 24, 2022 Board meeting, the Board received brief presentations from each proposer, and received a presentation from the Authority's Executive Director about various policy issues. The Board provided the following direction to the Executive Director for the selected contractor to perform under the new agreement, with an expressed underlying goal of minimizing the rate impacts of this new agreement:

- Use existing carts
- Maintain current collection hours
- Perform street sweeping services

- Remove construction and demolition (C&D) collection as an exclusive service
- Provide on-call bulky collection three times per customer per year
- Collect used cooking oil from residential customers
- Provide move-in and move-out kits to multi-family residents
- Provide weekend public litter container services to existing litter containers
- Provide large event and venue services at Member Agency events to meet SB 1383 needs

Cost Proposals

Final cost proposals, reflecting the final negotiated agreement terms and direction from the Board at the October workshop, are presented below.

Figure 1. Proposed Costs Before Reimbursements

	GWR	WVCR	WVCR Higher/(Lower)	
			\$ Diff	% Diff
Cost of Operations				
Labor-Related Costs	\$11,758,034	\$10,834,243	(\$923,791)	-7.9%
Vehicle-Related Costs	\$458,290	\$1,521,478	\$1,063,188	232.0%
Fuel Costs	\$1,924,841	\$759,939	(\$1,164,902)	-60.5%
Other Costs	\$158,135	\$253,454	\$95,319	60.3%
Direct Depreciation	\$3,167,885	\$3,147,229	(\$20,656)	-0.7%
Allocated Costs - Labor, Vehicle, Fuel & Other	\$6,327,266	\$8,133,655	\$1,806,389	28.5%
Allocated Costs - Depreciation & Start-Up	\$457,047	\$22,298	(\$434,749)	-95.1%
Total Cost of Operations	\$24,251,498	\$24,672,296	\$420,798	1.7%
Profit	\$3,031,437	\$5,415,870	\$2,384,433	78.7%
Pass-Through Costs				
Disposal/Processing	\$6,234,344	\$5,089,062	(\$1,145,283)	-18.4%
Interest Expense	\$1,576,261	\$357,242	(\$1,219,019)	-77.3%
Allocated Lease Costs	\$1,178,697	\$0	(\$1,178,697)	-100.0%
Total Pass-Through Costs	\$8,989,303	\$5,446,304	(\$3,542,999)	-39.4%
Total Costs before Reimbursements	\$36,272,238	\$35,534,469	(\$737,768)	-2.0%
Street Sweeping Cost per Curb Mile	\$73.00	\$43.31	(\$29.69)	-40.7%

Precise rate impacts cannot be provided at this time as numerous other factors will influence the specific rates in place in July 2024. In place of exact rate impacts, staff has analyzed the rate revenue impacts (i.e., the total amount of revenue that rates need to recover annually, in aggregate from the contract). Assuming that the franchise fee is set to zero dollars (\$0) and there are no other changes to the Authority or Member Agency reimbursements, the proposals result in a 6.4% rate revenue impact for WVC&R and an 8.4% rate revenue impact for GWR, when compared with FY 2022-2023 rate revenue. This percentage comparison does not include the impact of the July 1, 2023 CPI-based rate adjustment. CPI is currently

running at approximately 6% using the most recently published data from the Bureau of Labor Statistics, though other factors impact the rates.

Agreement Modifications through Negotiation

The terms of the agreement were modified through negotiation with both proposers, based on the exceptions taken by each proposer in their initial proposal. Following are a list of the modifications made through negotiation with each proposer.

GWR and WVC&R Agreements:

1. 4.12 Billing – Contractor to report monthly suspended accounts prior to termination of service to allow enforcement by Member Agencies, if desired
2. 4.14 Access to Customer Service and Billing Systems – Contractor to provide read-only access to customer related management systems
3. 4.19 Service in Unincorporated County Areas – Authority and contractor to meet and confer if Santa Clara County (County) allows specified County residents to be provided Authority collection services at Authority rates
4. 5.2 Operating Hours and Schedule – Contractor to maintain current operating hours instead of reduced hours, per Board direction
5. 5.4 Operations Standards – Contractor to conduct immediate cleanup of solids spilled or leaked during collection and conduct same day cleanup for fluids spilled or leaked during collection
6. 5.10 Diversion Requirements – Diversion goals to be set for first four years of term instead of diversion targets with associated liquidated damages (LDs) for the entire term of the agreement
7. Exhibit F –Corrective Action Plan Process selected

GWR Agreement:

1. 2.2 Conditions to Effectiveness of Agreement – Indemnities reduced in the event of a challenge to award
2. 3.3 Subcontracting – Notification process modified regarding Authority approval when engaging an affiliate or subcontractor
3. 3.5 Authority-Directed Changes to Scope – Changes in scope provisions modified to limit flexibility in Authority requests
4. 4.1 Recyclable Materials – Adjustment to diversion goals allowed if a processing facility changes
5. 4.1 Recyclable Materials – Marketing of recyclable materials locally and/or domestically when cost effective

6. 4.2 Organic Materials – Language modified for excluded waste to not be “intentionally or inadvertently” collected instead of “shall not” be collected
7. 4.3 Diversion from Disposal – Authority’s ability to engage third parties to implement diversion programs reduced
8. 4.7 Bulky Item and Abandoned Waste – Abandoned waste requests by a Member Agency provided in writing in addition to verbal requests
9. 4.13 Customer Service Program – Customer service representatives (CSRs) allowed to be located within 100 miles of Authority instead of 30 miles
10. 4.14 Access to Information – Access to information in contractor systems reduced
11. 4.15/4.16 Service Exemptions – Contractor requirement reduced to track customers only, not generators, creating more work for Authority under SB 1383
12. 5.4 Review of development plans – Contractor review of development plans limited to content related to solid waste enclosures/containers
13. 5.5 Transfer/Processing Standards – Contractor’s obligation removed for performance of any third-party facilities if alternatives are needed
14. 5.6 Collection Vehicle Requirements – Contractor requirement reduced to change only one truck sign per vehicle per quarter at no charge to Authority
15. 5.6 Collection Vehicle Requirements – Truck-side promotions limited to Authority programs only, creating potential loss for other programs such as clean water
16. 5.8 Personnel – Contractor not required to service customers that create unsafe environment
17. 5.8 Personnel – Personnel process modified such that contractor will reassign rather than terminate employees who violate behavior standards
18. 5.8 Personnel – Contractor personnel committed only to compliance with applicable law in performance of the agreement, with limited recourse for violations of laws under other agreements
19. 5.8 Personnel – If contractor cannot fill any key personnel positions, penalties to be delayed/reduced and schedule for replacement must be provided
20. 5.9 Contract Management – Authority contract manager’s decision-making authority reduced to not be conclusive and the materiality threshold reduced to 1% over term rather than 1% per year
21. 5.9 Contract Management – Unrestricted right eliminated for Authority contract manager to access contractor information systems at any time
22. 7.8 Billing Audit – Frequency of billing audits limited and threshold for errors increased from 1% to 2%

23. 8.4 Compensation of Post-Collection Services Contractor – Breach of contract limited to only if material and undisputed amounts of invoices are not paid
24. 9.1 Indemnification – Numerous changes requested to limit scope of indemnity around contractor concerns regarding Member Agency default or bankruptcy
25. 10.2 Events of Default – Authority rights weakened related to fraud, violation of regulation, and violation of applicable law
26. 10.6 Liquidated Damages – Rules added that may frustrate ability to efficiently assess LDs
27. 10.7 Excuse from Performance – Force majeure conditions that excuse performance expanded
28. Multiple Instances Throughout Agreement:
 - Time extended for contractor obligations (e.g., days to provide data)
 - Language included for reasonable/verifiable complaints/issues placing burden of proof on contractor to provide contrary evidence
 - Language reworded with same overall meaning
 - Dispute resolution initiated under multiple circumstances (e.g., extraordinary rate increase not approved by Authority)

WVC&R Agreement:

1. 2.1 Term and Option to Extend – Term modified to a total term of five years with first two years at Authority’s sole discretion and remaining three years with mutual agreement between contractor and Authority
2. 4.1 Recyclable Materials, 4.2 Organic Materials – Authority ability granted to direct change to approved facilities for recyclable materials or organic materials
3. 4.2 Organic Materials – Language modified such that contractor will make best effort to reduce contamination of organic materials containers rather than contractor ensuring contamination is below limits established by applicable law
4. 4.7 Bulky Item and Abandoned Waste – Collection process modified such that abandoned waste will be collected using extra bulky item route capacity
5. 4.12 Billing – Timeline changed from 12 to 18 months for attempting to collect undercharged amounts
6. 5.8 Personnel – Language modified for contractor to have discretion on all employment decisions
7. 5.8 Personnel – Ability granted for Authority to request an additional route supervisor
8. 5.11 Missed Collection – “Customer is always right” protocols made less stringent for repeat offenders

9. 9.2 Insurance – Aggregate limits provided upon request instead of declared to Authority

Summary/Recommended Action

In November, the Evaluation Committee, comprised of Authority staff and staff from each Member Agency, met to review the final cost proposals and agreement terms and to make a recommendation to the Board for the selection of a contractor.

The Evaluation Committee finds that the proposal from WVC&R offers the Authority the best overall value among the proposals received and recommends that the Board award the Agreement to WVC&R. The following summarizes the key value differences that form the basis for the recommendation. Additional details on the evaluation are provided in the attached Commitment Letter from WVC&R and will be presented by Authority staff at the meeting.

- **Cost of Service.** The proposal from WVC&R results in an annual savings of approximately \$737,768 for the collection services and a 41% savings (\$73.00 vs. \$43.31) on the per-curb-mile cost of street sweeping.
- **Flexibility.** The proposal from WVC&R provides greater long-term flexibility related to the direction of recycling and commercial organics. This allows us to seek lower cost and/or higher performing facilities if those options arise during the term of the agreement. GWR's proposal requires the use of their owned/operated facilities throughout the term.
- **Continuity of Service.** Continuing service with WVC&R eliminates the potentially significant operational disruptions associated with changing service providers. This includes both labor issues related to hiring and training any displaced employees and logistical issues for equipment swap.
- **Early Implementation.** WVC&R has committed to an early implementation of various aspects of the new agreement, including: the new cooperative education program, enhanced customer service technology, special event services, two new outreach coordinators in 2023, commercial container swaps, and updated battery recycling program.
- **Adherence to Specifications.** WVC&R's proposal more closely matched the desired scope of services, including their approach to customer service, cooperative education and outreach, and commitment to three-stream source separation for SB 1383 compliance.
- **Agreement Modifications.** The final agreement negotiated with WVC&R results in more favorable terms for the Authority and ratepayers than the agreement negotiated with GWR. Both agreements are attached to this report and the staff presentation provides a summary of the differences in the agreements.
- **Mitigation of Historic Issues.** The Authority modified the provisions of the proposed franchise agreement in an effort to correct historic issues (e.g., "customer is always right", refunds to customers rather than LDs to Authority, focus on solving problems rather than assessing LDs, call center hours, quality of education, commitment of outreach resources, access to data, use of Recyclist system, and protections related to delivery of material to particular facilities). WVC&R understood the need for these changes and accepted them in their proposal, while GWR took exception to many of them.

The evaluation committee recommends the Board authorize the Board Chair to execute an agreement with WVC&R, subject to final review and incorporation of non-substantive clerical and administrative corrections.

While staff and the evaluation committee recommend that the Board award the agreement to WVC&R, the agreements have been fully negotiated with both companies and both are included as attachments to this staff report.

Documents Attached

Evaluation Summary

WVC&R Commitment Letter

Franchise Agreement Between West Valley Solid Waste Management Authority and West Valley Collection and Recycling, LLC for Organic Materials, Recyclable Materials, and Solid Waste Collection Services, and Organic Materials and Recyclable Materials Processing

Franchise Agreement Between West Valley Solid Waste Management Authority and GreenWaste Recovery, LLC for Organic Materials, Recyclable Materials, and Solid Waste Collection Services, and Organic Materials and Recyclable Materials Processing

Resolution 2022-11

Fiscal Impact

None

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Qualifications and Experience

Evaluation Criteria	GWR	WVCR
Collection Experience	<ul style="list-style-type: none"> • Extensive similar local/regional experience • Performs all direct services w/o subcontractors 	<ul style="list-style-type: none"> • Extensive similar local/national experience • Commercial organics processing and street sweeping subcontract
Key Personnel	<ul style="list-style-type: none"> • Highly experienced GM • High level of turn-over at senior level since acquisition (CSO, CFO, Legal, Controller, Palo Alto GM, Communications Director) • New ownership 	<ul style="list-style-type: none"> • New District Manager, but came up through operations • No current Operations Manager, to be hired • Open to Authority participation in interviews for key positions
Company Structure	<ul style="list-style-type: none"> • Recently acquired (Dec 2021) by investment firm (Macquarie) • Target hold period for high performing assets ~5-7 years • Mid-contract assignment risk 	<ul style="list-style-type: none"> • Owned by Waste Connections, 3rd largest U.S. waste provider • Distributed management model with local identity/control • Recent local acquisitions
Performance Record	<ul style="list-style-type: none"> • Generally positive feedback • Santa Cruz County notes good responsiveness when issues arise (e.g., fires, road washouts) • Recent concerns re: turnover • Historic issues with customer service turn-over and resulting impact on call centers • MRWMD reporting LDs threatened but not assessed • MRWMD agencies note history of poor performance on education and outreach; MRWMD taking over many functions 	<ul style="list-style-type: none"> • Reference agencies provide positive feedback, especially in San Luis Obispo, and note high level of responsiveness and cooperation with agency-initiated efforts • Good corporate citizen, community contributions • Decentralized can mean they fail to leverage corporate assets • Current Authority contract issues include: missed collection issues, facility compliance, lack of follow-up on customer service issues, preparedness for reporting, etc.

Evaluation Criteria	GWR	WVCR
Financial Stability	Financial ratios within expected ranges for industry	

Technical Approach

Evaluation Criteria	GWR	WVCR
Collection	<ul style="list-style-type: none"> • Split body for residential MSW/ORG • On-board cameras for safety; potential use of cameras for contamination/overage • Renewable Diesel fueling • Route supervision ratio concern 	<ul style="list-style-type: none"> • Single-body collection for all • On-board cameras and computers • CNG fueling • Route supervision ratio concern; willing to add in Year 2 if inadequate
Customer Service	<ul style="list-style-type: none"> • High customer: CSR ratio • Staffing historically an issue in MRWMD/Santa Cruz: long hold times and high abandon rates identified by reference agencies • Would be in the San Jose call center; sharing resources with other contracts 	<ul style="list-style-type: none"> • High customer: CSR ratio • Recent significant salary adjustments to retain staff • History of long holds; recent changes to expedite calls re: missed collection seem to be improving this
Transition Planning	<ul style="list-style-type: none"> • Summary plan provided without sufficient detail related to customer data, vehicle, and employee transitions. • Local team responsible for transition has recently transitioned Atherton, corporate experience assuming JPA contracts 	<ul style="list-style-type: none"> • Notes that transition obligations are minimal due to existing equipment, employees, customer data, etc. • Commitment to early implementation of education, outreach staff, customer service technology, special event services, and bin swaps
SB 1383 Approach & Plans	<ul style="list-style-type: none"> • Future use of camera system for SB 1383 contamination monitoring; subject to approval 	<ul style="list-style-type: none"> • Manual contamination studies with use of positive/negative messaging like Ukiah operation • Focused on 3-stream

Evaluation Criteria	GWR	WVCR
	<ul style="list-style-type: none"> Proposed mixed processing for MFD; don't typically use source separation of food waste, concerned re: quality 	<ul style="list-style-type: none"> Willing to expand scope of outreach to include other regulatory needs
Billing System	<ul style="list-style-type: none"> Online bill-pay system and self-service options through eTower Can be linked to our website Prefers to facilitate shared service bill splits 	<ul style="list-style-type: none"> Online bill-pay system and self-service options through App Widget/portal can integrate with our website Prefer customer facilitated bill splits for shared service
Data Accessibility & Transparency	<ul style="list-style-type: none"> Agreed to providing read-only access to their Tower system Numerous objections and concerns related to: use of Recyclist; confidentiality agreements for records related to rate increases and performance reviews; insistence on trade secret and proprietary status 	<ul style="list-style-type: none"> Agreed to providing read-only access into various information systems History of reporting and data issues Agreed to improve accuracy and reliability of Recyclist – primary data set for outreach team Agreed to RFP rules about data access
Recycling Facility	<ul style="list-style-type: none"> Charles Street Single-Stream MRF, San Jose @ \$63.78/ton Current facility used by WVSWMA AB 901 reports show 30%+ residue from recyclables No option to redirect 	<ul style="list-style-type: none"> Pacific Sanitation/C&S MRF, Ukiah @ \$0.00/ton Available capacity and meets CEQA AB 901 reports show ~22% residue from recyclables Authority option to redirect
Commercial Organics Facility	<ul style="list-style-type: none"> Z-Best Compost Facility, Gilroy @ \$198.00/ton Current facility used by WVSWMA Relatively high tolerance for contamination No option to redirect 	<ul style="list-style-type: none"> Z-Best Compost Facility, Gilroy @ \$245.00/ton Current facility used by WVSWMA Relatively high tolerance for contamination Authority option to redirect
Diversion	<ul style="list-style-type: none"> Objected to Authority-proposed diversion goals. Minimized commitment to continuous improvement. 	<ul style="list-style-type: none"> Agreed to Authority-proposed diversion goal framework, with minor annual improvement. Focused on behavior change marketing and outreach

Evaluation Criteria	GWR	WVCR
	<ul style="list-style-type: none"> • Focused on facility-based diversion rather than behavior 	
Public Education & Outreach \$100K start-up \$225K annual 3 FTEs dedicated	<ul style="list-style-type: none"> • Showcased Palo Alto approach and materials as examples • Focused on operational connection to outreach team • Focused on GWR branding and struggled with idea of joint branding, customer service, education approach, but ultimately agreed 	<ul style="list-style-type: none"> • Focused on doing education and outreach the way we want it • Unsolicited rebrand concept, but willingness to start from scratch with us • Focused on building outreach team capacity for proactive engagement and reducing reactive customer service



November 7, 2022

West Valley Solid Waste Management Authority
c/o Rob Hilton and HF&H Consultants, LLC
590 Ygnacio Valley Road, Suite 105
Walnut Creek, CA 94596
rchilton@hfh-consultants.com
sent via email

RE: Request for Proposals for Organic Materials, Recyclable Materials, and Solid Waste Collection; and Recyclable Materials and Organic Materials Processing - Commitment Letter

Dear Mr. Hilton,

As your hauler for the West Valley Solid Waste Management Authority, West Valley Collection & Recycling is pleased to offer the following services in advance of the start of the new contract relating to the Request for Proposals for Organic Materials, Recyclable Materials, and Solid Waste Collection; and, Recyclable Materials and Organic Materials Processing. Upon award of the contract, WVC&R is committed to early delivery of the services listed below and will promptly begin implementing the following programs during 2023.

- Begin collaboration on Co-branded Outreach Campaign
 - WVC&R is ready to collaborate with the Authority on our Co-branded Outreach Campaign, we are available at the Authority's discretion to begin this exciting process.
- Enhanced Customer Experience technology
 - Click-to-Order – Online “storefront” for residential customers to set up waste collection services online, at their convenience 24 hours a day, 7 days a week, this will be implemented beginning July 1st, 2023.
 - Trina Virtual Assistant – Online “chat bot” to answer frequently asked questions and redirect customers to online resources like Online Bill Pay, Waste Wizard, Pick-up Calendar, Click-to-Order, and more, this will be implemented beginning July 1st, 2023.
- 2023 Special Event waste management
 - WVC&R's contract manager will coordinate with the Authority and member agencies at the beginning of the year to choose up to five special events during 2023 where we will provide the Special Event waste management services as described in the agreement.
- Hire additional Outreach Coordinators
 - WVC&R currently has one outreach coordinator serving West Valley in addition to the Contract Manager Weslie McConkey. If awarded the contract extension we will hire a second outreach coordinator during the first quarter of 2023 and will hire the third coordinator by July 1st, 2023.

- Order & deliver 1,500 + new Commercial containers
 - WVC&R will replace approximately half of the existing commercial metal bins by September 30th, 2023.
- Distribute fluorescent Battery Recycling Bags
 - WVC&R will distribute fluorescent Battery Recycling Bags to all residential customers for adjusted service beginning July 1st, 2023.

Thank you for this opportunity and consideration of our proposal, we are hopeful and look forward to continuing our partnership with your team and the West Valley cities.

Sincerely,



Paul Nelson
Government Affairs/Project Manager
West Valley Collection & Recycling, LLC
(408) 605-2713 cell

FRANCHISE AGREEMENT

BETWEEN

WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY

AND

WEST VALLEY COLLECTION & RECYCLING, LLC

FOR

**ORGANIC MATERIALS, RECYCLABLE MATERIALS, AND SOLID
WASTE COLLECTION SERVICES**

AND

**ORGANICS MATERIALS AND RECYCLABLE MATERIALS
PROCESSING**

NOVEMBER 28, 2022

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**FRANCHISE AGREEMENT
BETWEEN
WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY
AND
WEST VALLEY COLLECTION & RECYCLING, LLC FOR RECYCLABLE MATERIALS,
ORGANIC MATERIALS, AND SOLID WASTE COLLECTION SERVICES AND
RECYCLABLE MATERIALS AND ORGANICS MATERIALS PROCESSING**

THIS FRANCHISE AGREEMENT is made and entered into as of _____, 2022 between the West Valley Solid Waste Management Authority of Santa Clara County, California, a Joint Powers Authority organized under the laws of the State of California (hereinafter "Authority"), and West Valley Collection & Recycling, LLC (hereinafter referred to as the "Contractor").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, effective October 1, 1997, the Cities of Campbell, Monte Sereno, and Saratoga, and the Town of Los Gatos formed the Authority pursuant to Government Code Section 6500 et. Seq. to manage and oversee the Franchised Services originating in the Cities of Campbell, Monte Sereno and Saratoga and the Town of Los Gatos; and

WHEREAS, among the powers granted the Authority is the power to arrange for the Franchised Services; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the Board of Directors of the Authority has determined that the public health, safety, and well-being require that an exclusive Franchise be awarded to a qualified company for the Franchised Services; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdiction; and

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and

WHEREAS, the Authority further declares its intent to approve and maintain reasonable Rates for the Collection, Recycling, Processing, Composting, and/or Disposal of Recyclable Materials, Organic Materials, Solid Waste, and Construction and Demolition Debris; and

WHEREAS, the Authority desires, having determined that Contractor, by demonstrated experience, reputation and capacity is qualified to provide for both the Collection of Recyclable Materials, Organic Materials, Solid Waste, and Construction and Demolition Debris within the corporate limits of the Authority and the Transportation of such material to appropriate places of Processing, Recycling, Composting, and/or Disposal, that Contractor be engaged to perform such services on the basis set forth in this Agreement; and

WHEREAS, the Authority and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1. GRANT AND ACCEPTANCE OF FRANCHISE

1.1 GRANT AND ACCEPTANCE OF FRANCHISE

By the signing of this Agreement, the Authority grants to Contractor and Contractor accepts an exclusive franchise within the Authority. The franchise granted to Contractor shall be for the scope of services described in this Agreement, subject to the limitations described in Section 1.2 and except where otherwise precluded by Federal, State, and local laws and regulations.

1.2 LIMITATIONS TO THE FRANCHISE

The award of this Agreement shall not preclude the categories of Recyclable Materials, Organic Materials, Solid Waste, and C&D listed below from being delivered to and Collected and Transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Authority which is otherwise required by law:

- A. **Recyclable and Organic Materials.** Collection and Transport of Recyclable Materials and Organic Materials other than Edible Food that have been Source Separated from Solid Waste by the Generator and that: (1) Generator sells or donates to any other Person, provided that there is no net payment made by the Generator to such other Person; or, (2) have a value equal to or more than the cost of Collection.
- B. **Self-Hauled Materials.** A Commercial Business Owner or Resident may Collect and Transport Recyclable Materials, Organic Materials, Solid Waste, and Construction and Demolition Debris for Processing generated in or on their own Premises with their own vehicle. However, the Owner or Resident shall be required to subscribe to and pay for the minimum required level of Solid Waste, Recyclable Materials, and Organic Materials Collection services provided by the Contractor in accordance with Exhibit B.

- C. **Construction and Demolition Debris (C&D).** Collection and Transport of Construction and Demolition Debris (C&D) from a permitted construction or demolition project consistent with the Member Agencies' Municipal Code and other Applicable Law.
- D. **Donated or Sold Materials.** Any items which are Source Separated at any Premises by the Generator and sold or donated to other Persons, including youth, civic, or charitable organizations.
- E. **Edible Food.** Edible Food that is Collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery, or which is Transported by the Generator to another Person(s), such as a Person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food from the Generator.
- F. **Food Scraps.** Food Scraps that are separated by the Generator and used by the Generator or distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.
- G. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- H. **Materials Removed by Customer's Contractor as Incidental Part of Services.** Recyclable Materials, Organic Materials, Solid Waste, C&D, and Bulky Items removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service; or if such contractor is providing a service which is not included in the scope of this Agreement.
- I. **On-Site Composting or Community Composting.** Organic Materials Composted on a Residential Premise or otherwise legally managed at the site where it is generated or at a Community Composting site.
- J. **Animal and Grease Waste.** Animal waste and remains from slaughterhouse or butcher shops, or grease.
- K. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.
- L. **Excluded Materials.** Excluded Materials regardless of its source.
- M. **Materials Generated by State and County Facilities.** Materials generated by State and County facilities located in the Authority, including but not limited to public schools, provided that the facility Self-Hauls, has arranged services with other Persons, or has arranged services with the Contractor through a separate agreement.

Contractor acknowledges and agrees that the Authority may permit other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Franchise, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other

Persons are servicing Collection Containers or are Collecting and Transporting Recyclable Materials, Organic Materials, Solid Waste, and/or C&D in a manner that is not consistent with this Agreement or the Cities' Codes, it shall report the location, the name and phone number of the Person or company to the Authority Contract Manager along with Contractor's evidence. In such case, Contractor shall have the primary right and duty to take legal action to enforce its rights under this Agreement. Authority's duty to enforce the exclusivity of this Agreement shall be limited to providing written confirmation of Contractor's exclusive rights under this Agreement to Generators, collection companies, and/or the court, as requested by Contractor.

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the Authority to lawfully contract for the scope of services in the manner consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the Authority or Member Agencies shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with Authority and may petition for a Rate adjustment pursuant to Section 8.3.

1.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under the Agreement, Authority and Contractor shall:

- A. Use their reasonable efforts to enforce the exclusive nature of the franchise by the Contractor's identification and documentation of violations of the franchise Agreement and the Authority's notification of Generators, collection companies, and/or the court reasonably believed to be violating the franchise regarding the terms of this Agreement.
- B. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.
- C. Provide timely access to the Authority Contract Manager and the Contractor's designated representative, and complete and timely responses to requests of the other Party.
- D. Provide timely notice of matters which may affect either Party's ability to perform under the Agreement.

ARTICLE 2. TERM OF AGREEMENT

2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence March 1, 2024 (Commencement Date) and continue in full force for a period of ten (10) years and one (1) month, through and including March 31, 2034, unless the Agreement is extended in accordance with this Section or terminated pursuant to Section 10.2.

Upon the Authority's sole discretion, this Agreement may be extended by one (1) or more times without amendment for a total period not to exceed two (2) years. If the Authority desires to extend the Agreement, Authority shall provide the Contractor with written notice of its decision to extend the Agreement as least one (1) year before the expiration of the initial Term. Such notice by Authority shall specify the duration of the extension. In the event of an extension, all terms and conditions of this Agreement shall remain in full force and effect throughout the extended Term of the Agreement.

Upon the Parties' mutual agreement, this Agreement may be extended one (1) or more times without amendment for a total period not to exceed three (3) years. If Authority desires to extend the Agreement, Authority shall provide the Contractor with written notice of its request to extend the Agreement at least one (1) year before the expiration of the initial or extended Term. Such notice by Authority shall specify the duration of the extension. In the event of an extension, all terms and conditions of this Agreement shall remain in full force and effect throughout the extended Term of the Agreement, except as otherwise agreed to by the Parties, and the Contractor's Compensation shall be adjusted pursuant to Exhibit E2.

This Agreement may be extended for no more than five (5) years cumulatively for extensions at the Authority's sole discretion and at Parties mutual agreement.

Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

If applicable, before expiration or earlier termination of this Agreement pursuant to this Section 2.1, Contractor will take direction from the Authority Contract Manager and reasonably cooperate with the subsequent Contractor to assist in a timely and orderly transition of services from Contractor to subsequent contractor.

2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of Authority to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by Authority.

- A. Accuracy of Representations.** The Contractor's representations and warranties made in Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the Effective Date.
- B. Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to the Authority.
- C. Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:
 - 1. Materially adversely affect the performance by Contractor of its obligations hereunder;
 - 2. Adversely affect the validity or enforceability of this Agreement; or

3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.
- D. Permits Furnished.** Contractor has provided Authority with copies of all permits necessary for operation of all Approved Facilities owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.
- E. Legal Challenge.** Contractor understands and acknowledges that the award of this Agreement may be subject to review and repeal by the Authority's citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenges"). Accordingly, this Agreement shall not become effective until the Authority Contract Manager reasonably determines that (i) any Legal Challenges that had been initiated as of the time of such determination have been resolved in favor of the Authority's award of this Agreement to Contractor; and, (ii) the deadline to initiate any additional Legal Challenges has expired. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, its board, and the Member Agencies, its Mayor, Council, officers, representatives, agents, employees and volunteers, harmless against any and all liability, claims, losses, damages, or expenses including reasonable attorney's fees, arising from any Legal Challenges. In the event of any election regarding a Legal Challenge and Referendum, Authority shall meet and confer with Contractor to determine if the Authority will hold an election on the Referendum. Contractor shall have the option of either (1) funding the cost to contest the Referendum or (2) rescinding its proposal to enter into the Franchise Agreement. If Contractor and the Authority do not reach an agreement on the costs of an election, the Authority may elect in its sole discretion to rescind its approval of the Franchise Agreement to avoid the need for an election.

ARTICLE 3. SCOPE OF AGREEMENT

3.1 SUMMARY SCOPE OF SERVICES

The Contractor or its Subcontractor(s) shall be responsible for the following:

- A. Collecting Recyclable Materials, Organic Materials, and Solid Waste, and C&D (with the exception of materials excluded under Article 1) generated by and placed for Collection by Customers pursuant to the requirements of Article 4 and Exhibit B;
- B. Transporting Collected materials to the Designated Facilities or Approved Facilities pursuant to requirements of Article 4 and Exhibit B;
- C. Compensating Post-Collection Services Contractor on a per-Ton basis for all delivered Discarded Materials at the then applicable Authority-approved per-Ton rates for each Rate Period. The initial per-Ton rates are as shown in Exhibit G2, subject to annual adjustment as provided in Section 8.2 of the Post-Collection Services Agreement;
- D. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C (Public Education & Outreach Requirements) and D (Reporting Requirements);

- E. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;
- F. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including Member Agency Reimbursements and Franchise Fees), and utilities;
- G. Performing or providing all services necessary to fulfill its obligations in substantial conformance with the Contractor's Proposal, and in full accordance with this Agreement, and the performance standards contained within, at all times using best industry practice for comparable operations; and
- H. Complying with all Applicable Laws.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7.

3.2 USE OF APPROVED FACILITIES

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to Transport all materials Collected under this Agreement to the Designated Facility(ies) and Approved Facility(ies) described in this Agreement for the purposes of Transfer, Processing and/or Disposal. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

3.3 SUBCONTRACTING

Contractor is solely responsible for management and oversight of the activities of all Subcontractors. Contractor shall require that all Subcontractors or Affiliates comply with all material terms of this Agreement. Contractor shall be subject to Liquidated Damages and/or considered to be in breach or default should the activities of any Subcontractor trigger such Liquidated Damages or constitute a breach or event of default under this Agreement. The Authority Contractor Manager may, in their reasonable discretion, determine that the Contractor's relationship with a third-party constitutes a Subcontractor under this Agreement.

Contractor shall not engage any Subcontractors for any activity involving direct interaction with Customers, operation of vehicles within the Authority, nor the Collection, Transportation, or Processing of Recyclable Materials, Organic Materials, Solid Waste, or C&D services without the prior written consent of Authority Contract Manager, which may be granted in their sole discretion. As of the Effective Date of this Agreement, Authority has approved Contractor's use of those Subcontractors and Subcontractors identified in Contractor's Proposal, included herein as Exhibit G4.

If the Contractor plans to engage an Affiliate or a Subcontractor in the provision of services, Contractor shall provide Authority Contract Manager with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. Contractor shall require that all Subcontractors provide insurance coverage and file certificates with the Authority consistent with the coverage types, levels, and endorsements included in Article 9 of this Agreement. The Authority Contract Manager may waive or excuse these insurance

requirements in their sole discretion and a waiver of requirements for one Subcontractor shall not provide precedent regarding future waivers.

3.4 RESPONSIBILITY FOR MATERIALS

Once Recyclable Materials, Organic Materials, Solid Waste, and/or C&D are placed in Containers serviced by the Contractor and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Materials if the Contractor can identify the Generator pursuant to Section 5.3.B. Once Recyclable Materials, Organic Materials, Solid Waste, and or C&D are deposited by Contractor at the appropriate Designated Facility or Approved Facility, such materials shall become the responsibility of the Owner or operator of the Designated Facility or Approved Facility with the exception of Excluded Materials pursuant to Section 5.3.

Responsibility for Transporting Excluded Materials that have been inadvertently Collected by the Contractor to an appropriate Disposal Facility shall remain with the Contractor if it cannot identify the Generator, and Contractor shall assume responsibility only for ensuring it is Transported to an appropriate Disposal Facility that can manage such Excluded Material.

3.5 AUTHORITY-DIRECTED CHANGES TO SCOPE

Authority shall require a proposal from Contractor to establish the scope of any modification to existing services (which may include use of Approved Facilities) that Authority wishes to have provided under this Agreement. In such case, Contractor shall present, within thirty (30) calendar days of Authority's request, unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services, including adjustments in Contractor's Compensation ("Contractor's modification proposal"). Authority shall review the Contractor's Proposal for the change in scope of services. The Parties shall negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If the Authority and Contractor are unable to agree on terms and conditions, including compensation adjustments, of such services within one hundred twenty (120) calendar days from Authority receipt of Contractor's Proposal for such services, the Authority may permit other Persons to provide such services. Nothing herein shall prevent the Authority from soliciting cost and operating information from other Persons in order to inform the Authority's evaluation of Contractor's Proposal.

ARTICLE 4. SCOPE OF SERVICES

Contractor shall perform the Recyclable Materials, Organic Materials, Solid Waste, C&D, and Bulky Item Collection and Transport services described in this Article 4. This Article 4 describes the general requirements for the services to be provided. More specific requirements for how each service shall be provided to each Customer Type are described in Exhibit B. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

4.1 RECYCLABLE MATERIALS

A. Collection. Contractor shall provide Recyclable Materials Collection services as described in Exhibit B.

B. Transfer. Contractor plans to Transport Recyclable Materials to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Recyclable Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Approved Transfer Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Approved Transfer Facility operator if necessary) to Authority Contract Manager. If the Contractor is unable to use the Approved Transfer Facility due to circumstances outside the Contractor's control, then the Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. If the Contractor plans to change its Transfer method, Contractor shall obtain written approval from the Authority prior to making the change.

C. Delivery to Approved Facility. Contractor shall Transport and deliver all Source Separated Recyclable Materials placed by Customers in Recyclable Material Containers in the Authority to the Approved Recyclable Materials Processing Facility.

Contractor shall observe and comply with all regulations in effect at the Approved Recyclable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable Materials. Contractor shall actively work with the Approved Recyclable Materials Processing Facility operator throughout the Term of this Agreement to ensure that contamination of the Recyclable Materials Collected under this Agreement delivered to the Processing Facility remains below any limits established by Applicable Law.

D. Processing. Contractor shall Transport and deliver all Source Separated Recyclable Materials placed in Recyclable Material Containers in the Authority to the Approved Recyclable Materials Processing Facility. All tipping fees and other costs associated with Transporting to, and Processing of, such Recyclable Materials at the Approved Recyclable Materials Processing Facility and Disposing of the Residue as required in Section 4.1.G below shall be paid by Contractor.

Contractor guarantees sufficient capacity at the Approved Recyclable Materials Processing Facility to Process all Source Separated Recyclable Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.

Contractor shall keep all existing permits and approvals necessary for use of the Approved Recyclable Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing Facility operator if necessary) to Authority Contract Manager.

E. Alternative Facilities. If Contractor is unable to use the Approved Recyclable Materials Processing Facility due to an emergency or sudden and unforeseen closure of the Approved Recyclable Materials Processing Facility that is outside the control of the Contractor, Contractor may use an alternative Processing Facility provided that the Contractor provides written notice to Authority Contract Manager. Within forty-eight (48) hours of such emergency or sudden and unforeseen closure, the Contractor shall provide a written description of the reasons the use of the Approved Recyclable Materials Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the Authority Contract Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing

Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the Authority Contract Manager. The Authority Contract Manager may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. In the event that the Authority disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the need to use the alternative Processing Facility is discretionary or for reasons within Contractor's reasonable control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. If the need to use the alternative Processing Facility results from reasons beyond Contractor's, or its Subcontractor's, reasonable control, Authority shall adjust, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with use of the alternative Processing Facility. In the event that a change in the Processing Facility results in increased costs, Authority Contract Manager may identify and direct Contractor to an alternative Processing Facility that results in less cost than the Contractor-identified alternative.

- F. Marketing.** The Contractor shall be responsible for marketing Recyclable Materials Collected in Authority that are delivered for Processing at Contractor's Approved Recyclable Materials Processing Facility. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials.
- G. Residue Disposal.** Residue from the Processing of Source Separated Recyclable Materials Collected under this Agreement at Contractor's Approved Recyclable Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor, or the Approved Recyclable Materials Processing Facility operator. Residue delivered for Disposal shall not include any Excluded Waste.
- H. Minimizing Prohibited Container Contaminants.** Contractor shall make best efforts, including those measures specifically identified in this Agreement as well as effective industry practices that may be identified during the Term of this Agreement, to reduce Prohibited Container Contaminants. Contractor shall use information resulting from the Prohibited Container Contaminant monitoring program and any material characterization studies performed on Member Agency Discarded Materials to propose education and outreach campaigns, as required in Exhibit C, that target specific problem materials.
- I. Authority Right to Redirect Recyclable Materials.** The Authority may, at any time during the Term of this Agreement, require Contractor to deliver Recyclable Materials Collected under this Agreement to a Processing Facility other than the Recyclable Materials Processing Facility selected by the Contractor. In the event the Authority makes such a requirement, the Authority shall provide written notice to Contractor no less than six (6) months prior to the date the Contractor shall commence use of the Authority-Designated Facility. Contractor's Compensation and Rates will be adjusted for increases or decrease in Transportation and/or Processing costs in accordance with Sections 3.5 and 8.2.

4.2 ORGANIC MATERIALS

- A. Collection.** Contractor shall provide Organic Materials Collection services as described in Exhibit B.

- B. Transfer.** Contractor plans to Transport Multi-Family and Commercial Organic Materials to the Designated Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Organic Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Designated Transfer Facility in full regulatory compliance.
- C. Delivery of Single-Family Organic Materials.** Contractor shall Transport and deliver all Source Separated materials placed by Single-Family Customers in Organic Materials Containers in the Authority to the Designated Organic Materials Processing Facility.
- D. Delivery of Commercial Organic Materials.** Contractor shall Transport and deliver all Source Separated Organic Materials placed by Commercial Customers in Organic Material Containers in the Authority to the Approved Organic Materials Processing Facility. Tipping fees associated with use of the Designated Facility shall be paid by Contractor to the Post-Collection Services Contractor as provided in Article 8 and Exhibit E.
- E. Delivery of Multi-Family Organic Materials.** Contractor shall Transport and deliver all Source Separated Organic Materials placed by Multi-Family Customers in Organic Material Containers in the Authority to the Designated Organic Materials Processing Facility or Approved Organic Materials Processing Facility. Authority reserves the right to require Contractor to Transport and deliver all Source Separated Organic Materials placed by Multi-Family Customers in Organic Material Containers in the Authority to the Approved Organic Materials Processing Facility if excessive Prohibited Container Contaminants are delivered to the Designated Organic Materials Processing Facility. Tipping fees associated with use of the Designated Facility shall be paid by Contractor to the Post-Collection Services Contractor as provided in Article 8 and Exhibit E.
- F. Cooperation with Organic Materials Processing Facility operators.** Contractor shall observe and comply with all regulations in effect at the Designated Organic Materials Processing Facility and Approved Organic Materials Processing Facility and cooperate with and take direction from the operators thereof with respect to delivery of Organic Materials. Contractor shall actively work with the Post-Collection Services Contractor throughout the Term of this Agreement to ensure that contamination of the Organic Materials Collected under this Agreement delivered to the Processing Facility remains below any limits established under the Post-Collection Services Agreement with the Designated Organic Materials Processing Facility and Applicable Law. Contractor shall actively work with the Approved Organic Materials Processing Facility operator throughout the Term of this Agreement to work to keep contamination of the Organic Materials Collected under this Agreement and delivered to the Processing Facility below the limits established by Applicable Law.
- G. Processing.**
1. Contractor shall arrange for Processing of all Multi-Family and Commercial Customer Source Separated Organic Materials at a facility that recovers Organic Materials and in a manner deemed not to constitute landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that landfill Disposal includes final deposition of Organic Waste, including Organic Materials, at a landfill or use of Organic Waste, including Organic Materials, as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC). All tipping fees and other costs associated with Transporting such Organic Materials to the Approved Organic Materials Processing Facility and Disposing of the Residue as required in Section 4.2.I below shall be paid by Contractor.

2. Company shall arrange for Organic Materials Processing at the Approved Organic Materials Processing Site, which shall be a facility that meets one or more of the following criteria, and such facility or operation is capable of and permitted to accept and recover the types of Organic Materials Collected under this Agreement:
 - a. A “Compostable Material Handling Operation or Facility” as defined in 14 CCR Section 17852(a)(12); small Composting facilities that are otherwise excluded from that definition; or Community Composting as defined in 14 CCR Section 18982(a)(8). The compostable materials handling operation or facility shall, pursuant to 14 CCR Section 17867(a)(16), demonstrate that the percentage of Organic Materials in the materials sent to Disposal is:
 - On and after January 1, 2022, less than 20 percent (20%); and,
 - On and after January 1, 2024, less than 10 percent (10%).
 - b. An “In-vessel Digestion Operation or Facility” as defined in 14 CCR Section 17896.5. The in-vessel digestion facility or operation shall, pursuant to 14 CCR Section 17896.44.1, demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:
 - On and after January 1, 2022, less than 20 percent (20%); and,
 - On and after January 1, 2024, less than 10 percent (10%).
 - c. A “Biomass Conversion Operation” as defined in Section 40106 of the California Public Resources Code.
 - d. Soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a landfill, which is defined as a reduction in landfill Disposal pursuant to 14 CCR Section 18983.1(b)(5).
 - e. Land application of compostable materials consistent with 14 CCR Section 17852(a)(24.5) and subject to the conditions in 14 CCR Section 18983.1(b)(6).
 3. Contractor guarantees sufficient capacity at the Approved Organic Materials Processing Facility to Process all Multi-Family and Commercial Customer Source Separated Organic Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.
 4. Contractor shall keep all existing permits and approvals necessary for use of the Approved Organic Materials Processing Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Approved Organic Materials Processing Facility operator if necessary) to Authority Contract Manager.
- H. Alternative Facilities.** If Contractor is unable to use the Designated Organic Materials Processing Facility or Approved Organic Materials Processing Facility due to an emergency or sudden and unforeseen closure of the Designated Organic Materials Processing Facility or Approved Organic Materials Facility that is outside the control of the Contractor, Contractor may use an alternative Processing Facility as consistent with the provisions of the Post-Collection Services Agreement and provided that the Contractor provides written notice to Authority Contract Manager. Within forty-eight (48) hours of emergency or sudden and unforeseen closure, the Contractor shall provide a written description of the reasons the use of the Designated Organic Materials Processing Facility or Approved Organic Materials Processing Facility is not feasible, and the period of time Contractor

proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the Authority Contract Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the Authority Contract Manager. The Authority Contract Manager may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. In the event that the Authority Contract Manager disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the need to use the alternative Processing Facility is discretionary or for reasons within Contractor's reasonable control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. If the need to use the alternative Processing Facility results from reasons beyond Contractor's, or its Subcontractor's, reasonable control, Authority shall adjust, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with use of the alternative Processing Facility. In the event that a change in the Processing Facility results in increased costs, Authority Contract Manager may identify and direct Contractor to an alternative Processing Facility that results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this section, Contractor shall not change its selection of the Approved Organic Materials Processing Facility without Authority Contract Manager's written approval, which may be withheld in the Authority's sole discretion. If Contractor elects to use an Organic Materials Processing Facility that is different than the initial Approved Organic Materials Processing Facility, it shall request written approval from the Authority Contract Manager sixty (60) calendar days prior to use of the site and obtain Authority Contract Manager's written approval no later than ten (10) calendar days prior to use of the site. Failure to meet the requirements of this Section shall result in Liquidated Damage as identified in Exhibit F.

- I. **Residue Disposal.** Residue from the Processing of Source Separated Organic Materials Collected under this Agreement at Contractor's Approved Organic Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility operator. Residue delivered for Disposal shall not include any Excluded Waste.
- J. **Minimizing Prohibited Container Contaminants.** Contractor shall make best efforts, including those measures specifically identified in this Agreement as well as effective industry practices that may be identified during the Term of this Agreement, to reduce Prohibited Container Contaminants. Contractor shall use information resulting from the Prohibited Container Contaminant monitoring program and any material characterization studies performed on Member Agency Discarded Materials to propose education and outreach campaigns, as required in Exhibit C, that target specific problem materials.
- K. **Authority Right to Redirect Organic Materials.** The Authority may, at any time during the Term of this Agreement, require Contractor to deliver Organic Materials Collected under this Agreement to a Processing Facility other than the Organic Materials Processing Facility selected by the Contractor. In the event the Authority makes such a requirement, the Authority shall provide written notice to Contractor no less than six (6) months prior to the date the Contractor shall commence use of the

Authority-Designated Facility. Contractor's Compensation and Rates will be adjusted for increases or decrease in Transportation and/or Processing costs in accordance with Sections 3.5 and 8.2.

4.3 SOLID WASTE

- A. Collection.** Contractor shall provide Solid Waste Collection services as described in Exhibit B.
- B. Delivery to Designated Facility.** Contractor shall Transport and deliver all Solid Waste placed by Single-Family Customers in Solid Waste Containers in the Authority to the Designated Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Designated Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Solid Waste.
- C. Alternative Facilities.** If Contractor is unable to use the Designated Disposal Facility due to an emergency or sudden and unforeseen closure of the Designated Disposal Facility that is outside the control of the Contractor, Contractor may use an alternative Disposal Facility as consistent with the provisions of the Post-Collection Services Agreement and provided that the Contractor provides written notice to Authority Contract Manager. Within forty-eight (48) hours of emergency or sudden and unforeseen closure, the Contractor shall provide a written description of the reasons the use of the Designated Disposal Facility is not feasible, and the period of time Contractor proposes to use the alternative Disposal Facility. Such a change in Disposal Facility shall be temporarily permitted until such time as the Authority Contract Manager is able to consider and respond to the use of the proposed alternative Disposal Facility. If the use of the proposed alternative Disposal Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the Authority Contract Manager. The Authority Contract Manager may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Disposal Facility. In the event that the Authority Contract Manager disapproves the use of the proposed alternative Disposal Facility, the Parties shall meet and confer to determine an acceptable Disposal Facility.

If the need to use the alternative Disposal Facility is discretionary or for reasons within Contractor's reasonable control, Contractor's Compensation shall not be adjusted for any change in Transportation costs associated with use of the alternative Disposal Facility. If the need to use the alternative Disposal Facility results from reasons beyond Contractor's, or its Subcontractor's, reasonable control, Authority shall adjust, either up or down, Contractor's Compensation for changes in Transportation costs associated with use of the alternative Disposal Facility. In the event that a change in the Disposal Facility results in increased costs, Authority Contract Manager may identify and direct Contractor to an alternative Processing Facility that results in less cost than the Contractor-identified alternative.

- D. Diversion from Disposal.** Contractor acknowledges that Authority is committed to Diverting materials from Disposal through the implementation of Source Reduction, reuse, Recycling, and other programs, and that Authority may implement new programs, with the involvement of the Contractor, subject to the provisions of Section 3.5, or without the Contractor (which would not be subject to the provisions of Section 3.5) that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor. In addition, Contractor acknowledges that the quantity and composition of Discarded Materials changes over time and accepts all risks associated with those changes. Contractor shall not be entitled to any compensation or other relief resulting from a decline in Solid Waste volumes or Tonnage or from a change in the composition of Solid Waste.

4.4 CONSTRUCTION AND DEMOLITION MATERIAL

- A. Collection.** Contractor shall provide C&D services as described in Exhibit B6.
- B. Delivery.** Contractor shall Transport and deliver all C&D Collected in the Authority to an Approved C&D Processing Facility. Contractor shall charge Customers the appropriate Rates based upon the Processing Facility agreed upon by the Company and Customer. Contractor shall keep and store in their databases (or the database of their Subcontractor) all weight tags and receipts from the Approved C&D Processing Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Approved C&D Processing Facilities, and cooperate with and take direction from the operator thereof with respect to delivery of C&D.

4.5 DROP OFF CENTER

Contractor shall provide E-Waste, Universal Waste, Used Motor Oil, and Used Oil Filters Collection at a permanent drop-off site. Customers may drop off the materials mentioned in this Section 4.5 during operating hours at the Approved E-Waste Drop-Off Facility.

4.6 USED COOKING OIL

Contractor shall provide used cooking oil Collection services to Single-Family Customers in accordance with Section 4 of Exhibit B1.

4.7 BULKY ITEM AND ABANDONED WASTE

- A. Bulky Items and Reusable Materials.** Contractor shall offer Bulky Item and Reusable Materials Collection services for Single-Family Customers, Multi-Family Customers, and Member Agency facilities, as described in Exhibit B. On-call Bulky Item and Reusable Materials Collection services shall be offered to Customers within five (5) Working Days of Contractor's receipt of such a Customer request for service. Pursuant to Exhibit B, Contractor shall make reasonable efforts to schedule on-call Bulky Item and Reusable Materials Collections on a day that is convenient to the Customer. Pursuant to the provisions of Exhibit B, Contractor shall pay all costs associated with Transporting and Processing Bulky Items and Reusable Materials. Contractor shall observe and comply with all regulations in effect at the Approved Facility or reuse Vendor(s), and cooperate with and take direction from the operator(s) thereof with respect to delivery of Bulky Items and/or Reusable Materials.
- B. Abandoned Waste.** In the event a Contractor's Bulky Item Collection Route has less Bulky Item and Reusable Materials Collection pickups scheduled than the maximum daily capacity, the Authority or a Member Agency can direct the additional capacity to Collection Abandoned Waste. The maximum daily capacity for each Bulky Item Collection Route is forty (40) Collections per day. In instances when the Contractor has received verbal or written request from the Member Agency to Collect Abandoned Waste at a specific location, Contractor shall Collect Abandoned Waste from such location within twenty-four (24) hours of receiving the verbal or written request (on Monday for requests received Friday) unless special circumstances warrant a longer period, in which case Contractor shall notify the Member Agency of such circumstances and the need for additional time to Collect materials within twenty-four (24) hours of the Member Agencies' notice to Collect Abandoned Waste. Contractor shall be responsible for Collection, Transportation, and Disposal of such material. Contractor shall record the date, time, location, and description of material Collected including estimated volume of such material; location where such material was Disposed; and cost

of Disposal. Copies of receipts from Disposal site for Disposal of Abandoned Waste shall be made available by Contractor upon request by the Member Agency. Tonnage or volume of material Collected shall be separately recorded and reported to the Authority as described in Exhibit D.

4.8 SPECIAL EVENTS

Contractor shall provide Recyclable Materials, Organic Materials, and Solid Waste services as described in Exhibit B at no cost to the event or Member Agency. Contractor shall provide the special event services to other events that are sponsored by Member Agency upon thirty (30) calendar days' advance request by the Member Agency. If so directed by Member Agency, Contractor shall coordinate and cooperate with Member Agency or its designees as necessary to facilitate recovery of Edible Food from special events.

Contractor shall Transport all Discarded Materials from special events to the Designated Facility and/or Approved Facility.

4.9 STREET SWEEPING

Contractor, or its Subcontractor, shall provide the street sweeping services described in Exhibit G at no additional cost to the Authority and/or Member Agencies. Contractor shall make reasonable efforts to always coordinate Solid Waste Collection Route schedules with the street sweeping schedule to maximize the effectiveness of street sweeping operations, including scheduling street sweeping on days following Collection services so that Containers do not impede street sweeping and any litter resulting from Collection activity can be swept. Contractor shall provide all street sweeping Routes and Route schedules to Authority and Member Agencies and work with Authority and/or Member Agency to resolve conflicts between Discarded Materials Collection schedules, Member Agency street parking rules, and street sweeping schedules. Contractor shall modify street sweeping schedules, Routes, and frequencies at the direction of Member Agencies, subject to sixty (60) day notice and adjustment of compensation from the Member Agency or adjustment of Rates that compensate Contractor for the service. Contractor, or its Subcontractor, shall also perform on-call street sweeping services at the request of Member Agencies and subject to the per-curb mile rate for on-call street sweeping services. The per-curb mile rate for Rate Period Zero and Rate Period One is \$43.31.

4.10 PUBLIC EDUCATION AND OUTREACH

The Authority places the utmost importance on effective public outreach and education in helping residents, businesses, and visitors fully understand options for, and benefits of, Source Reduction, reuse, repair, Recycling, and Composting. The Contractor shall be responsible for designing and implementing a comprehensive, multimedia public education and outreach program. The required public education and outreach activities to be provided by Contractor are specified in Exhibit C.

4.11 EDIBLE FOOD RECOVERY

- A. Contractor shall assist the Authority in annually updating the Authority's list of all Commercial Customers that meet the definition of Commercial Edible Food Generator, which shall include: Customer name; service address; contact information; and, type of business (as it relates to the Commercial Edible Food Generator definitions). Contractor shall post the list on its website and make such list available for the Authority's website.

- B. Annually, Contractor shall cooperate with Authority, County, and/or their designees as they conduct inspections of Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10.
- C. At least annually, the Contractor shall provide Commercial Edible Food Generators with public education and outreach materials pursuant to Section 4.10 and Exhibit C.

4.12 BILLING

Contractor shall bill all Customers and be solely responsible for collecting billings at Authority approved Rates as established under this Agreement and set in accordance with Article 8. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the Authority Contract Manager on a case-by-case basis.

- A. **Billing Schedule.** Contractor shall bill all Residential Customers quarterly during the second month of the billing period, thereby billing one month in arrears, one month in advance, and one month currently. Contractor shall bill all Commercial Customers for scheduled and regularly recurring services on a monthly basis in advance of services provided. Contractor shall bill Customers for any on-call and/or non-recurring services as well as applying any adjustments, rebates, or credits in arrears. Contractor may require pre-payment arrangements for Drop Box service. For advance billing, Contractor shall remit invoices to Customers no earlier than the first (1st) day of the month for which service is being billed. Quarterly billing shall be on the calendar quarter (January-March, April-June, July-September, October-December). Contractor shall notify Customers of Rate changes thirty (30) days prior to the effective date of the new Rates.
- B. **Customer Database and Documentation.** Contractor shall develop and maintain a database of Customer contact information, which shall include an email address for each Customer account that provides an email address. Contractor shall maintain and make such database available upon request from the Authority Contract Manager, in accordance with Sections 4.14 and 6.1.

Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the Authority Contract Manager at any reasonable time but in no case more than thirty (30) calendar days after receiving a request to do so.

- C. **Invoicing and Payment.** Contractor shall bill Customers electronically using paperless invoices; however, Contractor shall bill Customers who decline or are otherwise unable to provide email contact information by standard mail, using standard (printed) invoices. Contractor shall permit Customers the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Customers that pay using credit cards shall be reminded by Contractor two (2) months before their credit card is to expire to update their billing information. Contractor shall prepare, mail, and collect bills from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check, money order, and credit card. Contractor shall send the Authority an example electronic invoice for each Customer Type during each billing cycle. Example invoices shall be itemized to include all services provided to Member Agencies' facilities (Exhibit B4) and list all charges as zero dollars (\$0).

Contractor shall send the mailed invoices to the address specified by the Authority Contract Manager.

- D. **Bill Inserts.** Contractor shall include bill inserts with both paper and electronic billing as described in Exhibit C.
- E. **Reimbursements and Under-Charges.** If Contractor fails to invoice a Customer, or otherwise under-charges a Customer for services provided for more than eighteen (18) months, Contractor may not subsequently attempt to collect the under-charged amount for more than eighteen (18) months of service. If Contractor over-charges a Customer, Contractor shall reimburse or credit the Customer; provided, however, if Contractor over-charges a Customer for a period of more than six (6) months, Contractor shall reimburse or credit the Customer for at least six (6) months of the over-charged service, but is not required by this Agreement to reimburse or credit the Customer for more than twenty-four (24) months of overcharges. This Agreement also does not prohibit Contractor from reimbursing or crediting a Customer for more than twenty-four (24) months of overcharges.
- F. **Timeliness of Payments.** Quarterly Customer invoices shall be due thirty (30) calendar days after the end of the billing period. Monthly Customer invoices shall be due thirty (30) calendar days after the first day of the billing period. In the event that any account becomes more than thirty (30) calendar days past due, Contractor shall notify such Customer of the delinquency via written correspondence, instructing the Customer that unpaid bills that become more than forty-five (45) calendar days delinquent may be assessed late fees approved by the Authority. Contractor shall provide a second written notice of delinquency to any account that becomes more than sixty (60) calendar days past due, and a third written notice of delinquency to any account that becomes more than ninety (90) calendar days past due. In addition, Contractor shall be entitled to suspend service on any account that becomes more than ninety (90) calendar days past due unless and until all past due amounts are paid. Any suspensions shall be separately recorded and reported to the Authority as described in Exhibit D.
- G. **Bad Debt.** Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad debt") in accordance with this Section 4.12. Contractor shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, assistance from collection agencies, and filing collection actions. Under no circumstances shall the Authority or Member Agencies have any responsibility for Contractor's bad debt.

4.13 CUSTOMER SERVICE PROGRAM

4.13.1 Program Requirements

- A. **Availability of Representatives.** A representative of the Contractor who is knowledgeable of the service area, services, and Rates shall be available during business office hours to communicate with the public by telephone, virtual method (including email, live chat, or other electronic method as mutually agreed between Authority Contract Manager and Contractor), and the Authority's authorized Customer relationship management system (as further described in Section 4.14).

Contractor shall also maintain an after-hours telephone number allowing twenty-four (24) hour per day access to Contractor management by Authority Contract Manager in the event of an emergency involving Contractor's equipment or services including, but not necessarily limited to, fires, blocked

access, or property damage. Contractor's primary Customer service representatives shall be located no more than thirty (30) miles from the Authority. Contractor shall maintain Customer service staffing levels consistent with the levels stated in Exhibit G, unless otherwise approved by the Authority Contract Manager.

- B. Telephone.** Contractor shall secure, use, pay all costs incurred by, and maintain during the Term of this Agreement, a local toll-free phone number which shall serve as the primary point of contact between Contractor and the public during normal business hours.

Contractor shall maintain a telephone system in operation from 7:00 a.m. to 6:00 p.m. and shall have sufficient equipment in place and staff a representative, or an answering service available to handle the volume of calls experienced on the busiest days and such telephone equipment shall be capable of recording the responsiveness to calls, including but not limited to on-hold time per call and average on-hold time. Contractor may stagger shifts in order to maintain the telephone system operation hours in an effort to prevent paying overtime to Customer service representatives. Contractor's telephone system shall offer Customers who have been placed on-hold the option of leaving a voice message or maintaining their place in the queue and being called back when their position in the queue is reached, rather than remaining on-hold. The average amount of time that the Customer is left on-hold during any given month, including the amount of time a Customer is left on hold after a Customer service representative has answered the call, shall not exceed three (3) minutes, and no Customer shall be left on-hold for more than ten (10) minutes. The Contractor's telephone system must have the capability to record outgoing messages and must provide an easily-navigated menu with programmed responses to common service questions related to the Authority. In the event that Contractor's telephone Customer service performance falls below the performance standards established in Exhibit F for three (3) or more consecutive months, the Authority Contract Manager and Contractor shall meet and confer regarding existing staffing levels and Customer service system capacities. Following such meet and confer period, the Authority Contract Manager shall have the right to require Contractor to increase its staffing levels and/or call handling capacity, if the Authority Contract Manager reasonably determines that such capacity was directly related to the performance shortfall, without requirement for any additional compensation to the Contractor. Recording of Contractor's responsiveness to calls shall include, at a minimum, all items included in the "Service Quality and Reliability" and "Customer Service" performance standards listed in Exhibit F. An answering machine or voicemail service shall record Customer calls and voice messages between 4:30 p.m. and 8:00 a.m. Contractor shall provide a live, not automated, call back on the same day to all Customers who leave voice messages by 4:30 p.m. on Working Day and shall provide a live call back by noon of the following Working Day for any voice messages left after 4:30 p.m.

- C. Website and Email Access.** Contractor shall develop and maintain content on a website owned by the Authority. that is accessible by the public. The website shall include all public education and outreach materials described in Exhibit C, highlight program successes, provide Diversion statistics, and provide the public the ability to e-mail Contractor questions, service requests, or Complaints. The site shall have web page(s) dedicated to the administrative operations of the Authority that the Authority Contract Manager and their designee(s) can access and maintain as needed. The site shall have links to the Member Agencies' web sites. The website shall be reviewed and updated at least once per quarter, or more frequently as directed by the Authority Contract Manager. Substantive changes to the website shall be pre-approved by the Authority Contract Manager, and changes

requested by the Authority or Authority Contract Manager shall be made within twenty-four (24) hours of the request.

Contractor shall respond the same day to all Customers who leave e-mail messages and direct messages through social media platforms utilized by the Contractor by 2:00 p.m. on a Working Day and shall respond by noon of the following Working Day for any e-mail messages and direct messages through social media platforms utilized by the Contractor left after 2:00 p.m. (for purposes of this Section 4.13.1.C, Saturdays shall be excluded from the definition of "Working Day"). Contractor may respond to Customer e-mails either via e-mail or phone. Contractor may respond to Customer direct messages through social media platforms utilized by the Contractor either via direct message through the social media platform through which the message was received or phone. In the event that during the Term of this Agreement Contractor obtains or develops a mobile device web application which may be used by Customers, Contractor shall notify Authority, and shall make such application available for Customer use.

- D. Training.** Customer service representatives shall receive training during each quarter of the calendar year on Authority-specific Collection programs and service requirements. During the training, Customer service representatives shall participate in a ride-a-long on a Collection vehicle servicing the Authority to allow for greater understanding of Authority's community-specific needs. An Authority-specific Collection service and Rate information sheet, training agenda, and associated documentation shall be provided to and discussed with employees during the training. Information sheet, training agenda, and associated documentation shall be forwarded by Contractor to the Authority Contract Manager each quarter after the training in accordance with reporting requirements of Section 6.2. The Authority Contract Manager may review the training materials and request changes.

The Contractor shall notify the Authority Contract Manager of the date and time of the scheduled Customer service training sessions and the Authority Contract Manager may, at its option, attend the meetings.

Upon request by the Authority Contract Manager but not more than two (2) times per Rate Period, Contractor shall arrange and host a meeting to include the Authority Contract Manager, Contractor's contract manager, Contractor's Customer service representatives, and any other Member Agency or Authority staff requested by the Authority Contract Manager. The purpose of such meeting shall be to discuss topics including (by way of example but not limitation): Customer questions, Complaints, and/or service issues, or other topics identified by the Authority Contract Manager.

4.13.2 Service Requests, Compliments, Complaints

Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and Complaints. Contractor shall record, in its computer system or a separate log, as directed by Authority Contract Manager, all Complaints, noting the name and address of Complainant, date and time of Complaint, nature of Complaint, and nature and date of resolution. The Contractor shall retain this Complaint log for the Term. Upon request by the Authority Contract Manager, Contractor shall compile and submit a summary statistical table of the Complaint log.

Contractor shall respond to all Complaints received in accordance with the requirements of Section 4.13.1.B, and 4.13.1.C. Complaints related to missed Collections shall be addressed in accordance with

Section 5.11. Complaints related to repair or replacement of Carts or Bins, shall be addressed in accordance with Section 5.7.E.

For Complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit D. Contractor shall provide this information in a brief Complaint report to the Authority for each SB 1383-noncompliance Complaint within seven (7) days of receipt of such Complaint, and a monthly summary report of SB 1383-non-compliance Complaints in accordance with Exhibit D. Upon Authority request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity, and shall document the information in the reports provided pursuant to Exhibit D.

4.14 ACCESS TO CUSTOMER SERVICE AND BILLING SYSTEMS

- A. Information System Training.** Contractor shall provide access and any necessary training to the Authority Contract Manager and one (1) or more designee(s) regarding the use of Contractor information systems as described in this Section. Contractor shall designate one (1) member of Contractor staff to work directly with the Authority Contract Manager and their designee(s).
- B. Information System Integration.** Authority Contract Manager, their designee(s), and Contractor employee shall cooperate to ensure that the Contractor's information systems are integrated with the Member Agencies' and Authority's Customer service systems, or are otherwise able to receive information from such Member Agency and Authority systems on a regular basis and without manual input. Contractor shall have access to the Member Agencies' and Authority's automated Customer Response Management System (CRM) or any subsequent similar system and shall respond to Customer requests transmitted to Contractor through the Member Agencies' and Authority's CRM system and enter resolutions to Customer requests directly into the Member Agencies' and Authority's CRM system.
- C. Access to Information.** Contractor shall provide Authority and their designees with read-only access to Contractor's Customer service, call center, and operations information systems in order to validate Contractor performance standards, and recommend changes to Customer Service Levels to resolve service issues as approved by Customer, or otherwise address Customer needs. In the event that recommended Service Level changes are made, Authority Contract Manager's designee will work with Contractor's designated representative to make such changes, which shall not be denied by Contractor except for reasons related to Customer, Route driver, and/or equipment safety, in which cases Contractor shall provide similar volumes of service by material type to the Customer in some alternate configuration.
- D. Access to Billing and Contact Information.** Contractor shall provide read-only access to Customer contact information (including email addresses) for purposes of Authority-provided public education and outreach activities; provided, however, Authority acknowledges and agrees that any Customer information shared with Authority shall not be shared or sold to any third-party to the extent permitted by law. In addition, Contractor shall ensure that the Authority Contract Manager and their designees have read-only access to all service order and billing records in Contractor's internal information systems. Such read-only access is intended to provide the Member Agencies and Authority the ability to review notes related to Customer service and/or billing issues.

- E. **Confidentiality.** Authority shall keep confidential the nature and structure of all of Contractor's information systems and databases it is granted access to under the terms hereof to the extent permitted by law.

4.15 SERVICE EXEMPTIONS

- A. **Generator Waivers.** Authority may elect to provide for one or more of the following types of Generator waivers to the Collection requirements of this Agreement as described in this Section to Generators that impact the scope of Contractor's provision of services for those Customers. Waivers shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the Authority or applicable Member Agency. Granting of waivers shall be done by the Authority, in consultation with the Member Agencies, in accordance with this Section and Exhibit I.

1. **Types of Generator Waivers.**

- a. **De Minimis Waivers and Physical Space Waivers.** The Authority, in consultation with the Member Agencies, may waive a Multi-Family's, Commercial Business', or its Owner's obligation to comply with some or all of the Source Separated Recyclable Materials and Organic Materials requirements set forth in this Agreement, and SB 1383 Regulations, consistent with rules published by the Authority, as they may be amended from time to time.
 - b. **Collection Frequency Waivers.** The Authority may allow Contractor to provide Collection of Recyclable Materials Containers, Solid Waste Containers, or both once every fourteen (14) days, rather than once per week, for Customers that have been granted a Collection frequency waiver from the Authority.
2. **Contractor Waiver Request on Behalf of Generator.** Upon reasonable belief that a Generator may qualify for a waiver, Contractor may submit a request to the Authority to grant a waiver to the Generator, provided that adequate evidence of the de minimis, physical space, or Collection frequency waiver requirements is included with the request. Authority Contract Manager, in consultation with the Member Agencies, shall review and approve or deny the waiver request, in their sole discretion. Contractor's request for consideration of a waiver shall include the Generator's name and address, type of Commercial Business or number of Multi-Family Dwelling Units if Customer is a Multi-Family Premises, number of employees on site, reasons Generator may be eligible for the waiver, and evidence such as, but not limited to: Service Level data, photo documentation, weight records, and technical assistance assessment results.
3. **Contractor Review of Generator Waiver Requests.** Generators may submit requests for de minimis waivers or physical space waivers to the Contractor. Contractor shall, within seven (7) days, review the Generator's waiver application and send the application to the Authority, including the Contractor's recommendation to approve or deny the application. The Authority Contract Manager ultimately retains the right to approve or deny any application in their sole discretion, regardless of the Contractor's recommendation. Contractor shall report information regarding waivers reviewed on a monthly basis, in accordance with Exhibit D.
4. **Contractor Change in Customer's Service Levels.** When the Authority Contract Manager grants a waiver to a Generator, the Authority Contract Manager shall notify the Contractor within seven (7) days of the waiver approval with information on the Customer and any

changes to the Service Level or Collection service requirements for the Customer. Contractor shall have seven (7) days to modify the Customer's Service Level and billing statement, as needed.

- 5. Waiver Reverification.** It shall be the responsibility of the Contractor to verify that the Generators with de minimis waiver, physical space constraint, or Collection frequency waivers continue to meet the waiver requirements set forth in this Section. Contractor shall conduct such reverifications of waivers through inspection of each Generator's Premises and review of applicable records at least once every five (5) years for de minimis waiver and physical space constraint waivers. Pursuant to Exhibit D, Contractor shall maintain a record of each waiver verification and provide a monthly report to the Authority documenting the waiver reverifications performed and recommendations to the Authority on those waivers that Contractor concludes are no longer warranted. The Authority Contract Manager shall make a final determination of the waiver eligibility of Generators.
 - 6. Contractor Recordkeeping of Generators Granted Waivers.** Upon Contractor request, no more than four (4) times per year, the Authority Contract Manager shall provide Contractor an updated listing of waivers approved by the Authority Contract Manager, including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications pursuant to Exhibit D. Upon Authority Contract Manager request, no more than four (4) times per year, the Contractor shall provide Authority an updated listing of waivers approved by the Contractor, including the Generators' names, mailing address, service address, and type of waiver.
- B. Service Exemptions.** Contractor acknowledges that there is no obligation for any parcel of land to receive Contractor's services as a function of the existence of that property. As such, Contractor shall have no expectation of providing service to undeveloped or vacant properties which do not produce Discarded Materials. Upon Customer request Contractor shall cease providing (and shall make appropriate billing adjustments and prorations for) Collection services to a Premises which is anticipated to be vacant for no less than thirty (30) days.
- C. Alternative Service Locations.** Persons that have a qualifying health issue, as determined in accordance with this subsection, who are Occupants of Single-Family Premises shall be permitted to receive Collection services at a location other than Curbside at no extra charge. Customers requesting such exemption shall submit a request to the Contractor, including a note from a physician or healthcare provider verifying that the Customer has a health issue that prevents the Customer from moving their Containers to the Curb, and a statement from the Customer certifying that there are no other permanent residents of the household over the age of twelve (12) that are able to move Containers to the Curb on a weekly basis. Contractor shall be required to review all requests made by Customers and shall grant exemptions upon verification of Customer's provided documentation. With regards to all requirements of this subsection, the Contractor shall provide Collection services at locations other than Curbside at no additional cost to the Customer, provided that Contractor shall not be required to service Containers from locations on a Customer Premises determined to be unsafe for Collection. Contractor may make such alternative service locations available to Single-Family Customers that do not have a qualifying health issue (as determined in accordance with this subsection) for an additional, Authority-approved Rate.

4.16 CONTAMINATION MONITORING

4.16.1 Ongoing Contamination Monitoring

- A. **Contamination Threshold.** Contractor shall issue Customer Notice in accordance with Section 4.18 upon finding Prohibited Container Contaminants in a Container in excess of the following thresholds.

Container	Prohibited Container Contaminants Threshold
Solid Waste Containers	10%
Recyclable Materials Containers	10%
Organic Materials Containers to the Designated Organic Materials Processing Site	5%
Organic Materials Containers to the Approved Organic Materials Processing Site	10%

- B. **Contamination Notification.** Upon first, second, and third instance of identification of Prohibited Container Contaminants in a Customer's Container in any twelve (12) month period, as determined by the Route auditor or Collection driver, Contractor shall provide the Customer with a Courtesy Collection Notice in accordance with Section 4.18. Upon fourth and subsequent instances of identified Prohibited Container Contaminants in a Customer's Container in any twelve (12) month period, Contractor shall provide the Customer with a notice of contamination in the form of a Non-Collection Notice accordance with Section 4.18.
- C. **Assessment of Contamination Processing Fees.** If the Contractor has issued four (4) or more Customer Notices in the same twelve (12) month period, as appropriate, the Contractor may impose a contamination Processing fee as approved by the Authority Contract Manager for that Customer's Service Level, if and only if Contractor has provided a Contamination Processing Fee Notice in accordance with Section 4.18. The intent of contamination Processing fee is to provide a behavioral tool to educate and promote proper Source Separation.

Contamination Processing fees are to be used for the intended purposes and not as a form of revenue generation. Contractor agrees that contamination fees shall not exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter. In the event that contamination fees exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter, the assessment of contamination fees shall be suspended immediately and indefinitely pending a program assessment by the Authority and Contractor. Upon program suspension or at the request of the Authority Contract Manager at any time during the Term of the Agreement, Authority and Contractor shall meet and confer regarding the application and effectiveness of contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, the Authority may require Contractor to either: i) modify the program parameters; ii)

modify the amount of the contamination fee; or, iii) return to the Authority any funds generated by the contamination fee which exceed one percent (1%) of Contractor's Gross Receipts for a given period of time.

- D. Recordkeeping and Reporting Requirements.** Contractor shall maintain records of each annual Route review conducted and report results in accordance with Exhibit D.

4.16.2 Annual Route Reviews

- A. Methodology.** The Contractor shall, at its sole expense, conduct annual Route reviews of Containers for Prohibited Container Contaminants in a manner that meets the requirements of this Section; is approved by the Authority; and, results in all Routes being reviewed at least annually.

Contractor's Route review shall include all Container types in service for all Customer Types. The Containers shall be randomly selected prior to beginning the Route review through use of a random number generator; and the minimum number of Containers to be sampled shall be based on weekly Route size, as follows:

1. For weekly Routes with less than 1,500 Generators, the Contractor shall sample a minimum of twenty-five (25) Containers;
2. For weekly Routes with 1,500-3,999 Generators, the Contractor shall sample a minimum of thirty (30) Containers;
3. For weekly Routes with 4,000-6,999 Generators, the Contractor shall sample a minimum of thirty-five (35) Containers; and,
4. For weekly Routes with more than 7,000 Generators, the study shall include a minimum of forty (40) samples.

Contractor shall develop a specific Route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed Route review methodology for the coming year to the Authority Contract Manager no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each Route's annual review. Contractor's proposed Route review methodology shall include not only its plan for Container inspections, but shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. Contractor's proposed Route review methodology and schedule shall not interfere with Member Agencies' posted street sweeping schedules. The Authority Contract Manager will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval by the Authority Contract Manager.

If the Authority and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining Authority Contract Manager approval, conduct additional Route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section

18984.5(b), but has been deemed inadequate by the Authority, the Contractor shall, at the expense of the Authority, revise the methodology and implement the necessary changes using the revised procedure.

The Authority Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the Route reviews by the Authority. In addition, Contractor shall provide an email notice to the Authority Contract Manager no less than ten (10) Working Days prior to each scheduled Route review that includes the specific time(s), which shall be between 8:00 am and 5:00 pm, and location(s) in the Authority.

- B. Contamination Notification.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer with a Customer Notice, per Section 4.18, as determined by the Route auditor.

4.17 WASTE CHARACTERIZATION AND PILOT STUDIES

- A. Design and Performance.** If Authority requires Contractor to participate in a waste characterization and/or pilot study, Contractor and Authority Contract Manager shall mutually agree on the scope of services to be provided by Contractor.

Contractor acknowledges that Authority, Member Agencies, CalRecycle, or other governmental agencies may wish to perform generation and characterization studies periodically with respect to materials covered under this Agreement. Contractor agrees to participate and cooperate with Authority and its agents and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of materials generated, Disposed, Diverted or otherwise Processed In any event, Contractor shall permit and in no way interfere with the Collection and handling of the subject materials by other Persons for such purposes. Contractor shall make all efforts to support the study design and performance.

Contractor that acknowledges that the County, in coordination with the Authority, is required by SB 1383 to conduct Organic Waste and Edible Food capacity planning studies. The Contractor shall provide information to the Authority Contract Manager as needed for the Authority's participation in such capacity planning studies. This information and/or participation may include, but is not limited to, conducting or supporting waste characterization studies; providing information regarding existing and potential new or expanded capacity in the Contractor's operations for the Collection, Transport, or Processing of Recyclable and Organic Materials; and any other information deemed necessary by the Authority or County for purposes of the study. The Contractor shall respond to any request for information from the Authority within thirty (30) days, unless another timeframe is otherwise specified or authorized by the Authority Contract Manager.

Contractor acknowledges that the Authority may, wish to conduct and/or participate in pilot studies related to the Customers and materials that are the subject of this Agreement. In any event, Contractor shall coordinate in a timely manner with the Authority Contract Manager or other Authority representative as requested, permit, and in no way interfere with the Collection and handling of the subject materials by other Persons for such purposes.

- B. Scheduling and Observation of Studies.** Contractor shall, within forty-five days of Authority Contract Manager's request, provide the Authority with a proposed methodology for each type of study and a schedule of studies for the calendar year for review and approval by the Authority

Contract Manager. The Authority shall be notified at least thirty (30) days in advance of each study and the Authority, or the Authority's designated third party, maintains the right to observe all aspects of the study. The studies shall be scheduled between 8:00 am to 5:00 pm, and the Authority Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation by the Authority.

- C. **Recordkeeping and Reporting.** Contractor shall maintain records of each study conducted and report results directly to the Authority within fourteen (14) days of completing the study as well as include the results in the Contractor's annual report, in accordance with Exhibit D.
- D. **Delegation Options.** This section in no way precludes the Authority or its designee from performing the inspections specified in this Section in lieu of or in addition to the Contractor's inspections. Contractor shall support any inspections or reviews conducted by the Authority or its designee through actions including, but not limited to, providing information or data requested by the Authority or its designee. Authority may determine the cost of a third-party to design and conduct a waste characterization and/or pilot study. The amount of compensation for Contractor, if any, may be determined as an "Other Adjustment" provided that it is reflected in the Rate application form, pursuant to Exhibit E.

4.18 CUSTOMER NOTICES

- A. **Customer Noticing.** Prior to the Commencement Date, Contractor shall develop, and submit to the Authority Contract Manager for review and approval:
 - 1. A template Courtesy Collection Notice, for use in instances of improper set-out of Discarded Materials, which the Contractor, at its sole option, elects or is otherwise required by this Section to Collect as a courtesy to the Customer; and,
 - 2. A template Non-Collection Notice, for use in instances of acceptable non-Collection of Discarded Materials, as determined by this Section.Contractor may propose an alternative to a paper Customer Notice left at Customer Premises (e.g., Customer notification via a phone call or e-mail) subject to Member Agency approval. Such an alternative must involve pro-active communication with Customer, initiated by Contractor.
- B. **Noticing Location.** Contractor may leave a Customer Notice at a Customer's door or gate, on a Customer's Container, or, subject to Authority's approval, may deliver the Customer Notice by mail, e-mail, or text message. Such an alternative must involve pro-active and timely communication with Customer, initiated by Contractor.
- C. **Courtesy Collection Notice.** In the event that Contractor encounters circumstances described in Figure 1 as provided in subsection E, Contractor shall Collect the material and leave a Courtesy Collection Notice at the Customer Premises clearly explaining how the Customer failed to comply. The Courtesy Collection Notice shall, at a minimum:
 - 1. Inform the Customer of the observed failure;
 - 2. Include the date and time the failure was observed;
 - 3. Include information on the Customer's requirement to properly participate in Collection

service (e.g., separate materials into the appropriate Containers and the accepted and prohibited materials for Collection in each Container, proper set-out procedure, Overages);

4. Inform the Customer of the courtesy Collection on this occasion with information that the Contractor may assess contamination Processing fees, if applicable, and/or issue a Non-Collection Notice in the future; and,
5. Include time-stamped photographic evidence.

For Containers with identified Prohibited Container Contaminants in excess of the contamination thresholds described in Section 4.16, Contractor shall Collect the Discarded Materials and either Transport the material to the appropriate Designated Facility or Approved Facility or, Contractor may Collect the contaminated Recyclable Materials or Organic Materials with the Solid Waste and Transport the contaminated materials to the Designated Disposal Facility. A courtesy Collection of contaminated Recyclable Materials or Organic Materials where the materials are sent to the Designated Disposal Facility may be made with a Solid Waste Collection vehicle, provided that the contaminants may safely and lawfully be Collected as Solid Waste.

D. Non-Collection Notices. In the event that Contractor encounters circumstances at a Customer Premises which prevents the Contractor from Collecting Discarded Materials which have been placed for Collection, such as those described in Figure 1 below, Contractor shall leave a Non-Collection Notice at the Customer Premises clearly explaining Contractor's reason for refusal to Collect the Discarded Materials. If Contractor intentionally refuses to Collect Discarded Materials (including Cardboard Overages), but does not leave a Non-Collection Notice, it shall be considered a missed Collection per Section 5.11, and provisions of Section 5.12 shall apply.

1. The Non-Collection Notice shall, at a minimum:
 - a. Inform the Customer of the reason(s) for non-Collection;
 - b. Include the date and time the notice was left or issued;
 - c. Describe the premium charge to Customer for Contractor to return and Collect the Container after Customer corrects the issue;
 - d. Provide a warning statement that a contamination Processing fee may be assessed, if applicable; and,
 - e. Include photographic evidence of the violation(s).

E. Noticing Examples By way of example, and not limitation, the Authority and Contractor agree to the manner in which the following common occurrences will be addressed with regard to Customer Notices provided under this Agreement:

Figure 1. Noticing Examples

Collect Leave Courtesy Collection Notice	Refuse Collection Leave Non-Collection Notice
<ul style="list-style-type: none"> • Container set-out <ul style="list-style-type: none"> ○ Too close to another Container ○ Too close to a car, mailbox ○ Under tree, basketball hoop, or overhang ○ Wheels not against Curb ○ Cart facing the wrong way ○ Carts placed in front of one another ○ Lid open • 1st, 2nd, and 3rd instance of non-hazardous and/or Prohibited Container Contaminants or Overages in 12 months • Cardboard outside of the Recyclable Materials Container, not flattened and/or not cut down, but can still be safely Collected 	<ul style="list-style-type: none"> • Not safe to Collect • Contains Excluded Waste • 4th or more instance of non-hazardous and/or Prohibited Container Contaminants or Overages in 12 months • Container is overweight and may break if lifted

F. Communications with Customer. Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

G. Contamination Processing Fee Notice. Per Section 4.16, Contractor shall leave a Contamination Processing Fee Notice attached to Generators’ contaminated Container(s). Contractor must also deliver notice by mail to the bill-payer’s address within twenty-four (24) hours of assessing the contamination Processing fee. Contamination Processing Fee Notices shall be in a format approved by the Authority Contract Manager. Contractor shall notify the Authority in its monthly report of Customers for which contamination Processing fees were assessed per Section 4.16 Each Contamination Processing Fee Notice shall, at a minimum:

1. Describe the specific material(s) of issue;
2. Explain how to correct future set outs;
3. List all previous notices provided to the Customer within the same twelve (12) month period; and,

4. Indicate that the Customer will be charged a contamination Processing fee on their next bill.

4.19 SERVICE IN UNINCORPORATED COUNTY AREAS

At Authority direction, Contractor shall meet and confer with Authority and County representatives regarding the feasibility of providing service as defined in this Agreement to Generators in one or more unincorporated areas located within, or directly adjacent to the Authority service area. Upon mutual agreement for Contractor to provide such service, the three parties will agree on the date on which such service shall commence and on the nature of, and timing of noticing the affected Generators of the new service. Generators in the unincorporated County receiving service under this Agreement shall be billed Authority-approved Rates for such services. Contractor shall document and provide all requirements listed in Exhibit D for unincorporated area Generators separately from Authority reports.

ARTICLE 5. STANDARD OF PERFORMANCE

5.1 GENERAL

Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Organic Materials, Recyclable Materials, Solid Waste, and C&D management practices common to the San Francisco Bay Area.

5.2 OPERATING HOURS AND SCHEDULES

A. Hours of Collection. Unless otherwise authorized by the Authority Contract Manager, Contractor's days and hours for Collection operations shall be as follows:

1. **Residential Premises.** Collection from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, with the exception that for those Complaints related to missed Collections that are received after 12:00 p.m. from Bin or Drop Box Customers, or after 3:00 p.m. from Cart Customers on a Friday, Collections shall occur on Saturdays between the hours of 6:00 a.m. and 6:00 p.m.
2. **Commercial Premises.** Collection from Commercial Premises shall only occur between the hours of 3:00 a.m. and 10:00 p.m., Monday through Saturday. For Commercial Premises within two hundred (200) feet or less of Residential Premises, Collection shall occur between the hours of 6:00 a.m. and 6:00 p.m.
3. **Exceptions.** In the event of an unforeseen and/or extraordinary circumstance, the Contractor may Collect from Residential Premises or Commercial Premises that are two hundred (200) feet or less from Residential Premises during alternative hours, upon prior written approval from the Authority Contract Manager.

In the event the Authority receives repeated noise Complaints resulting from Collection in some geographic area, the Authority Contract Manager may require Contractor to re-sequence the service schedule for one or more Customer(s) to accommodate later Collection in such areas.

- B. Holiday Collection Schedule.** Contractor, at its sole discretion, may choose not to provide Collection services on a Holiday. In such event, Contractor shall provide Single-Family Collection services on the day following the Holiday thereby adjusting subsequent work that week with normally scheduled Friday Collection services being performed on Saturday; however, Customer service days shall be returned to the normal schedule within one (1) week of the Holiday. Multi-Family, Commercial, and Member Agency Collection services shall be adjusted as agreed between the Contractor and the Customer but must meet the minimum frequency requirement of one (1) time per week. The Contractor shall provide Customers notice of Holiday-related changes in Collection schedules at least two (2) weeks prior to the change.
- C. Collection Route Schedules.** Contractor shall provide Authority Contract Manager with Route maps and daily Collection schedules for each Collection service. Such maps and schedules shall not change regularly scheduled Collection days for more than five percent (5%) of Customers relative to the regularly scheduled Collection days of Customers immediately prior to the Commencement Date. In addition, such maps and schedules shall be reviewed and approved by the Authority Contract Manager. Contractor may not change its regularly scheduled Residential Collection days without prior written approval from the Authority Contract Manager, or its regularly scheduled Commercial Collection days without prior consent from each impacted Customer. Such written approval shall be obtained from the Authority Contract Manager thirty (30) calendar days before the effective date of the schedule change. Once approved, Contractor shall notify any Residential Customer four (4) weeks prior to any Collection schedule changes. Contractor shall not permit any Customer to go more than seven calendar days without service during a Collection schedule change.

5.3 HAZARDOUS WASTE INSPECTION AND HANDLING

- A. Inspection Program and Training.** Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

- B. Response to Excluded Materials Identified During Collection.** If Contractor determines that material placed in any Container for Collection is Excluded Materials or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a Non-Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Materials or a phone number of an entity that can provide information on proper Disposal of the Excluded Materials. Under no circumstances shall Contractor's employees knowingly Collect Excluded Materials or remove unsafe or poorly containerized Excluded Materials from a Collection Container.

If Excluded Materials are found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the Fire Department.

5.4 COLLECTION STANDARDS

- A. Servicing Containers.** Contractor shall Collect and return each Container to the location where the Occupant properly placed the Container for Collection provided that Contractor shall not replace Containers in such a manner that blocks the public right-of-way or bicycle lanes, regardless of how the Containers were placed for Collection. Contractor shall place the Containers upright with lids properly secured. For Customers other than Single-Family Residential Customers, Contractor shall, without additional charge to the Customer, pull or push Containers up to twenty-five (25) feet from the location where the Occupant placed the Container for Collection to the Collection vehicle for service. Contractor shall direct its employees not to Collect Solid Waste beyond each Customer's subscription level of service unless otherwise specified in this Agreement, or business office of Contractor has granted prior authorization to make such Collection.

Contractor, at the request of Customers, may provide special services including: (i) unlocking Containers; (ii) accessing Container enclosures with a key; (iii) pulling or pushing Containers distances greater than twenty-five (25) feet; or, (iv) providing sliding lids for Drop Boxes. Contractor may charge Customers for such extra services at the Rates approved by Authority for such services.

Contractor shall provide hard-to-service Collection as necessary, at the Authority Contract Manager's request, to safely and efficiently service Customers in areas of the Member Agencies that are difficult to access, do not have space to make turnarounds, or where Contractor is otherwise unable to provide service meeting the highest safety standards.

Contractor may require Customers on private roads to sign road damage liability waivers prior to operating on such private streets. Additionally, Contractor may require Customers (including groups of Customers and homeowners' associations) requesting Collection service from on-property motor-courts to sign damage liability waivers indicating the Customer's choice to receive Collection services in such manner, prior to operating on such private streets or motor-courts. If Customers requesting service on private roads or on-property motor-courts fail to sign such waivers, Contractor may, upon approval, which may or may not be conditional, from the Authority Contract Manager, require them to receive service at the nearest public right of way.

- B. Litter Abatement and Stormwater Management.** Contractor shall use due care to prevent spills or leaks of material placed for Collection, fuel, and other vehicle fluids while providing services under this Agreement. If any solid materials are spilled during Collection and Transportation, the Contractor shall clean up all spills or leaks before leaving the site of the spill. If any fluids are spilled during Collection and Transportation, the Contractor shall clean up all spills or leaks within one (1) Business Day. Contractor's vehicles shall be equipped at all times with spill kits, including but not limited to a broom, shovel, and absorbent. The Authority Contract Manager reserves the right to require modifications to Collection vehicle equipment (e.g., tarping, screening material) to prevent litter from falling from vehicles. If spills or leaks enter Member Agency storm drains, Contractor must immediately notify the Member Agency Fire Department. Contractor shall clean up litter in the direct vicinity of Containers that is spilled during the course of Collection.

All Containers provided to the Member Agency corporation yards listed in Exhibit B4 shall have covered sliding tops. Contractor shall cover all open Drop Boxes at the pickup location before Transporting materials to the Approved Facility. Contractor shall not Transfer loads from one vehicle to another on any Public Street, unless it is necessary to do so because of mechanical failure, combustion of material in the truck, or accidental damage to a vehicle.

Contractor shall conduct public outreach and staff training to Customers on best management practices for litter abatement as part of the public outreach program. Such best management practices include, without limitation:

1. Closing Container lids and right-sizing service: Contractor staff will tag overfull Containers with Courtesy Collection Notices, which will serve as outreach and education to the Customer. Photos of the Container will be taken by Contractor staff, attached to the Customer's account, and will be available to outreach and Customer service staff in order to demonstrate to the Customer where a problem exists.
2. Outreach to Customer on importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.
3. Driver training on litter reduction techniques and litter removal best management practices.
4. Affixing signage to the back of Contractor trucks that provides a phone number for residents to report material spills.

C. Development and Review of Collection Specifications. Contractor shall work with each Member Agency's planning department to develop standard specifications for Collection Container enclosures at Commercial and Multi-Family Premises. These specifications shall be developed to ensure that the Collection Container enclosures are built to provide adequate space and suitable configuration to allow the Contractor to service Organic Materials, Recyclable Materials, and Solid Waste Containers safely and efficiently. Contractor's Operations Manager or other appropriately qualified staff shall, upon request by the Authority Contract Manager, provide a review of plans for new Single-Family, Multi-Family, Commercial, or other development or project design drawings. Contractor shall provide comments and recommendations resulting from the review in writing within ten (10) Business Days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of: (i) the adequacy of space for Organic Materials, Recyclable Materials, and Solid Waste Containers; (ii) the accessibility of the Containers for Collection including whether additional charges (e.g., Push/Pull Charges, lock/unlock charges) would apply; and, (iii) ease of use by Occupants.

D. No Commingling of Materials. Contractor shall Collect materials generated in the Authority in Collection vehicles separately from other materials generated outside the Authority service area, unless otherwise approved by the Authority Contract Manager. Contractor shall not commingle materials that have been Source Separated with other material types (for example, Source Separated Recyclable Materials that have been properly placed for Collection shall not be combined with Solid Waste or Source Separated Organic Materials).

5.5 TRANSFER AND PROCESSING STANDARDS

5.5.1 Equipment and Supplies

Contractor shall equip and operate the Approved Transfer Facility and the Approved Processing Facilities in a manner adequate to fulfill Contractor's obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Processing Facilities. Contractor shall modify, enhance, and/or improve the Approved Processing Facilities as needed to fulfill Services under this Agreement.

Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as appropriate and necessary to operate the Approved Transfer Facility and the Approved Processing Facilities and provide all services required by this Agreement. Contractor shall place the equipment in the charge of competent operators. Contractor shall repair and maintain all equipment at its own cost and expense.

5.5.2 Scales and Weighing

Contractor is solely responsible for ensuring accurate weighing of all materials entering and leaving the Approved Transfer Facility and Approved Processing Facilities.

- A. Facility Scales.** Contractor shall maintain State-certified motor vehicle scales in accordance with Applicable Law. All scales shall be linked to a centralized computer recording system at the Approved Transfer Facility and Approved Processing Facilities to record weights for all incoming and outgoing materials. Contractor shall provide back-up generator(s) capable of supplying power to the scales in the event of a power outage. Contractor shall promptly arrange for use of substitute portable scales should its usual scales not be available for whatever reason. Pending substitution of portable scales, Contractor shall, as necessary, estimate the Tonnages of materials delivered to, and Transported from, the Approved Transfer Facility and Approved Processing Facilities, on the basis of delivery vehicle and Transfer trailer volumes, tare weights, and/or other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable, and shall be identified as estimates in electronic records and reporting.
- B. Tare Weights.** No less than thirty (30) calendar days prior to the Commencement Date, Contractor shall ensure that all vehicles used by Contractor to deliver Organic Materials, Recyclable Materials, and Solid Waste to the Approved Transfer Facility and Approved Processing Facilities are weighed to determine unloaded (“tare”) weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor owned, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide Authority with a report listing the vehicle tare weight information upon request. Contractor shall promptly weigh additional or replacement vehicles prior to placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) calendar days of an Authority request and shall re-tare vehicles immediately after any major maintenance or service event.
- C. Testing.** Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least one (1) test and recalibration per scale every twelve (12) months or upon Authority request.
- D. Records.** Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.
- E. Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Transfer Facility and Approved Processing Facilities, Contractor shall make those videos available for Authority review during the Approved Transfer Facility's and Approved Processing Facility's operating hours, upon request of the Authority, and shall provide the vehicle number and Route number.

5.6 COLLECTION VEHICLE REQUIREMENTS

- A. Vehicle Requirements.** Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, Complaints, and emergencies.
1. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall meet the California Air Resources Board's On-Road Heavy Duty Vehicle emissions requirements for model year 2020, regardless of the actual model year of Contractor's vehicles, and generally comply with all Federal, State, and local laws and regulations. Contractor's vehicles shall utilize Recycled motor oil to the extent practicable.
 2. All Collection vehicles used by Contractor under this Agreement, except for two flatbed and one roll-off vehicles, shall be powered by Renewable Natural Gas. If Contractor purchases SB 1383 Qualified Renewable Natural Gas (RNG) from a publicly-owned treatment works in-vessel digestion facility or powered by RNG that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of gas derived from Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to Recycle Organic Waste and meets SB 1383 requirements, Contractor shall obtain and provide the Authority with a written certification by an authorized representative of the publicly-owned treatment works or the wheeling agreement service provider certifying that the in-vessel digestion facility produces the RNG consistent with the requirements of 14 CCR Section 18993.1(h). Contractor shall maintain records of the amount of SB 1383 Qualified RNG purchased and shall report this information in accordance with Exhibit D. Contractor shall agree to the Authority right to report this RNG usage toward the Authority's and its Member Agencies' fulfillment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.
 3. Collection vehicles shall have the capability of carrying and safely Transporting empty and full Used Oil Recovery Kits, as well as the capacity to Collect and Transport loose Cardboard Overages, to ensure that Contractor is capable of complying with Exhibit B.
- B. Vehicle Display.** Vehicles used in the Collection of Organic Materials, Recyclable Materials, and Solid Waste shall be thoroughly washed a minimum of one (1) time per week or more frequently if necessary, so as to present a clean appearance of the exterior and interior compartment of the vehicle under this Agreement. Contractor's name and local telephone number shall be displayed on all vehicles in at least four (4) inch characters. Vehicles shall be equipped with sign board holders or other hardware to allow public education signage of no less than thirty-six (36) by forty-eight (48) inches to be displayed on both sides of the vehicle. The Authority has right to promote events and programs on vehicles signs at no charge to Authority.

Contractor shall not place the Member Agencies' or Authority's logos on its vehicles. Contractor shall not use vehicles identified for use in the Authority in any other jurisdiction, or use vehicles labeled for use in other jurisdictions in the Authority without prior approval from the Authority Contract Manager, excluding incidental and weekend use.

- C. **Vehicle Inspection.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. Authority Contract Manager may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with sanitation requirements.
- D. **Vehicle Operations.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County, and Member Agency noise level regulations. The Authority Contract Manager may request Contractor to check any piece of equipment for conformance with the noise limits in response to Complaints and/or when the Authority Contract Manager believes it is reasonable to do so. In the event that Contractor's Collection activities are the subject of noise Complaints from Residents that are near non-Residential service locations, Contractor shall meet and confer with the Authority Contract Manager to identify whether alternative Collection times or methods could be used to mitigate the noise concerns and shall alter Routes upon request by the Authority Contract Manager in accordance with Section 5.2.A.
- E. **Vehicle Inventory.** Contractor shall furnish the Authority Contract Manager a written (electronic) inventory of all vehicles, including Collection vehicles, used in providing service, and shall update the inventory report annually. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, fuel type, capacity, and decibel rating.

5.7 CONTAINER REQUIREMENTS

- A. **Containers Provided to Customers.** All Carts, Bins, and Drop Boxes shall be provided by Contractor to all Customers as part of services provided by Contractor, with the exception of public litter and public Organic Materials and Recyclable Materials cans that shall be provided by the Member Agencies. Contractor shall offer Customers the option to purchase or lease Compactors either through Contractor or an outside Vendor.

Contractor shall adhere to the Authority-approved provisions for Container assembly, delivery, and swap-out as specified in a Container deployment plan to be submitted and approved by the Authority at least sixty (60) days prior to the date of the first Container purchase scheduled, as indicated in Exhibit G3 Implementation Plan. Contractor shall provide Containers for storage and Collection of Organic Materials, Recyclable Materials, Solid Waste, and C&D. Contractor shall provide Containers to new Customers requesting service initiation, or existing Customers requesting a Used Oil Recovery Kit within five (5) Working Days of Contractor's first receipt of the Customer request. Contractor-provided Containers shall be new or clean used Containers, and Carts and Bins shall be designed and constructed to be watertight and prevent the leakage of liquids.

All Containers shall display the Authority's name, Container capacity (yards or gallons) and some identifying inventory or serial number. Contractor shall cooperate with the previous Authority Collection contractor to ensure that all existing Bins and Drop Boxes are replaced with Contractor-provided Bins and Drop Boxes within thirty (30) calendar days following the Commencement Date. In addition, Contractor shall cooperate with the previous Authority Collection contractor to ensure that the previous Authority Collection contractor's Cart inventory for the Authority is transferred to the Contractor.

Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section. At least sixty (60) days in advance of Contractor Container purchases or repainting of metal Containers, Contractor shall present proposed colors to the Authority Contract Manager for review and approval. If an existing Container breaks or is otherwise rendered non-functional, the Contractor shall replace the non-functional Container with a Container that complies with the color requirements of this Section.

B. Container Color Requirements. Contractor shall differentiate Discarded Materials Containers based on color with different colors for Organic Materials, Recyclable Materials, and Solid Waste Containers that are readily identifiable by Customers and Generators. Containers must be in bright, readily identifiable colors to facilitate Customers' ready recognition of Organic Materials, Recyclable Materials, and Solid Waste, and are subject to Authority Contract Manager's written approval.

1. **Carts.** Solid Waste Carts provided to Customers shall have gray bodies and gray lids; Recyclable Materials Carts provided to Customers shall have blue bodies and blue lids; and, Organic Materials Carts provided to Customers shall have green bodies and green lids. No later than December 31, 2035, Contractor shall provide all Customers with Carts that comply with the Cart color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. If an existing Cart breaks or is otherwise rendered non-functional on or after the Commencement Date, the Contractor shall replace the non-functional Cart with a Container that complies with the color requirements of this Section.
2. **Bins.** Solid Waste Bins shall have gray bodies and gray lids, Recyclable Materials Bins shall have blue bodies and blue lids, and Organic Materials Bins shall have green bodies and green lids.
3. **Drop Boxes.** Solid Waste Drop Boxes shall have gray bodies; Recyclable Materials Drop Boxes shall have blue bodies; and, Organic Materials Drop Boxes shall have green bodies.
4. **C&D Containers.** Containers for Collection of C&D may be in any color, provided that the colors do not conflict with the Container color requirements of this Section and provided that the C&D Container colors are consistent for all C&D Containers. The C&D Container color shall be proposed by the Contractor and reviewed and approved by the Authority Contract Manager prior to Contractor's procurement or refurbishing of such Containers.

C. Container Standards

1. All Carts shall be manufactured by injection or rotational molding methods and shall be of a standard that is greater or equivalent to that of the Carts currently in use. Contractor-provided Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. Carts provided to Customer shall have a useful life of ten (10) or more years as evidenced by a manufacturer's warranty or other documentation acceptable to the Authority Contract Manager, and shall be depreciated over ten (10) years.
2. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal, State, and local regulations for Bin safety and be covered with industry-standard attached lids.
3. Drop Boxes with sliding tops shall be available to Customers upon request.

4. Contractor shall obtain the Authority Contract Manager's written approval of Container specifications, colors, and labeling before acquisition, painting, and labeling occurs.
5. When purchasing plastic Collection Containers, Contractor shall purchase Containers that contain a minimum of thirty percent (30%) post-consumer Recycled plastic content.
6. All such Containers shall be one hundred percent (100%) Recyclable at the end of their useful life.
7. Prior to ordering Containers for use under this Agreement, Contractor and Authority Contract Manager shall meet and confer to ensure the proposed Container specifications and labels comply with Applicable Law, including the final SB 1383 Regulations.

D. Container Labeling. All markings on the Containers shall be approved by the Authority Contract Manager in advance of ordering such Containers. On the lid of each Cart, and the body of each Bin, and Drop Box, Contractor shall label each material as follows: "LANDFILL" for Solid Waste; "RECYCLE" for Recyclable Materials; and, "ORGANICS" for Organic Materials. On the body of each Cart, Bin, and Drop Box, Contractor shall label the Container capacity (in gallons for Carts, and cubic yards for Bins and Drop Boxes). Container body labeling shall be positioned on the side of each Container, so it is always visible to the Customer. Each Cart shall be stamped with the Authority's name and an Authority owned web address and phone number, and no Container shall be stamped or labeled with Contractor's name or logo.

All Containers shall be labeled in accordance with the requirements of SB 1383. Recyclable Materials and Organic Materials Container labels shall include at least three (3) graphic examples of materials that are accepted in the Container, and at least two (2) graphic examples of materials that are prohibited from being placed in the Container, clearly displaying that the prohibited materials are prohibited (using recognizable symbols). Solid Waste Container labels must include at least two (2) graphic examples of materials that are prohibited from being placed in the Container, clearly displaying that the prohibited materials are prohibited (using recognizable symbols), and a statement that proper separation of Recyclable Materials and Organic Materials is mandatory.

All Carts shall include a high-quality educational information label using in-mold technology with full color, such that all labeling shall be integral to the lid, through the use of injection molding, and shall not be affixed to any part of the Cart or lid with adhesives, unless otherwise approved in advance by the Authority Contract Manager. Notwithstanding the provisions of this Section, or the requirements of SB 1383, the in-mold lid label shall include: information about the Collection program; acceptable materials; prohibited materials; notification forbidding Hazardous Waste and describing proper Disposal thereof; notification forbidding scavenging (through words and international symbols) and describing the penalties therefore under California law or Member Agency resolution; and the Member Agencies' name and logo.

Contractor shall provide Drop Boxes containing permanent, fully SB 1383 compliant labeling and color specifications to Customers subscribing to regular, ongoing Drop Box service.

E. Repair and Replacement of Containers; Inventory.

1. Contractor shall be responsible for repairing or replacing Containers when Contractor determines the Container is no longer suitable for service; or when a Member Agency, Authority Contract Manager, or Customer requests replacement of a Container that does not properly function, leaks, is damaged, or is otherwise not fit for service, at no additional charge.

Contractor shall be responsible for acquiring and providing the replacement Containers. Contractor shall repair or replace all lost, stolen, missing, damaged, or broken Containers within one (1) week of Customer, Authority Contract Manager, or Member Agency request. Any such replacements are in addition to replacements requested by a Customer under Section 5.7.E.3 below. If Contractor has reason to believe that a Customer may be abusing the repair/replacement requirement of this Section, Contractor may present the basis for their belief to the Authority Contract Manager who may, in their sole discretion, modify the obligations of this Section with respect to such Customer.

2. Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer requests for service, requests for change in Service Levels (size, type, or number of Containers) from current Customers, and requests for replacement due to damage.
3. Contractor shall provide to Single-Family Customers at least one (1) free Cart replacement per any twelve (12) month period for any reason, upon Customer request. If Customer requests more than one (1) Cart replacement per any twelve (12) month period, Contractor shall make Carts available at the Authority-established Rate for such services. In addition, Customers may also request Container size exchanges at no charge. All such Containers shall be provided on or before Customer's next regular Collection date. Contractor's failure to comply with the Container requirements may result in assessment of Liquidated Damages pursuant to Section 10.6 and Exhibit F.
4. Contractor shall provide all Single-Family Premises and all Multi-Family Dwelling Units a kitchen pail as part of initial service rollout or a Multi-Family Move-in Kit.

F. Maintenance, Cleaning, Painting. All Containers shall be maintained in a safe, serviceable, and functional condition and present a clean appearance, with the exception of public litter and public Recycling and Organic Materials cans that shall be maintained by the Member Agencies. Such maintenance shall include, but not be limited to, ensuring that Bins have operational wheels if equipped. Contractor shall repair or replace all Containers damaged by Collection operations in accordance with standards specified in Section 5.7.E, unless damage is caused by Customer's gross negligence, in which case, the Customer will be billed for repair or replacement of Container at an Authority-approved Rate for such service. All Containers shall be maintained in a functional condition.

Contractor to provide clean and repainted Containers as needed (other than Carts) to present a clean appearance. Contractor shall, or contract with a third party to, offer steam cleaning service (or clean Container exchange) to Customers requesting such service and shall charge Customers for such cleaning (or Container exchange) at the Authority-established Rate for such service. Contractor will provide to Customers one (1) free Organic Materials Container steam cleaning service or Container exchange per Rate Period.

Contractor shall remove graffiti from Containers within one (1) Working Day of identification by Contractor or notice by Member Agency or Customer if such graffiti includes any written or pictorial obscenities and otherwise within a forty-eight (48) hour period.

Upon request from the Authority Contract Manager, Contractor shall provide the Authority with a list of Containers and the date each Container was painted and maintained.

- G. Authority Ownership of Containers at End of Term.** Upon expiration or early termination of Agreement, all Containers purchased under this Agreement shall become property of the Authority at no cost to the Authority, if such Containers are fully depreciated. Upon expiration or early termination of Agreement, all Containers purchased under this Agreement that have not been fully depreciated shall be available to the Authority, at the Authority's option, at a cost reflecting the net book value. Depreciation for purposes of this Section 5.7.G will be calculated as used for determining Contractor's Compensation under this Agreement.

At its sole discretion, the Authority may elect not to exercise its rights with regard to this Section and, in such case, the Containers shall remain the property of the Contractor upon the date of this Agreement's expiration or earlier termination. In such case, Contractor shall be responsible for outstanding depreciation and for removing all Containers in service from Premises within fourteen (14) Working Days of the expiration date or early termination date of this Agreement or within a different timeframe mutually agreed to by the Parties. Contractor shall arrange for reuse or Recycling of Containers removed from the Authority, provided that Contractor does not place Containers labeled for use in the Authority into service in any other jurisdiction without prior written approval from the Authority Contract Manager.

5.8 PERSONNEL

- A. General.** Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified employee as Authority's primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and Complaints. Such individual shall be empowered to negotiate on behalf of, and bind, Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters which may arise during the Term of this Agreement.

Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation or gratuity from Customers or members of the public.

- B. Hiring of Displaced Employees.** Contractor is aware of, and shall comply with, the requirements of and duties imposed by Sections 1072 and 1075 of the California Labor Code regarding offers of employment to any displaced employees resulting from a change in service provider, if any, resulting from this Agreement or upon the expiration of this Agreement.

The number of staffing positions to be provided by Contractor to perform the services described herein to the Authority are identified in Exhibit G. Contractor shall provide the Authority Contract Manager with monthly status reports on or before the tenth (10th) day of each month during the period between the Effective Date and Commencement Date related to the hiring of all positions proposed by Contractor under this Agreement. This report shall include specific tracking of offers and hires of any employees displaced as a result of the award of this Agreement that were hired by Contractor.

- C. Driver Qualifications.** All drivers must have in effect a valid driver's license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

- D. Employee Behavior.** If any Contractor manager, supervisor, or employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures, including, but not limited to, transfer, discipline, or termination. If Authority has notified Contractor of a Complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public within the Authority while the Contractor is pursuing its investigation and corrective action process.
- E. Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment. Contractor shall train its employees involved in Collection to identify, and not to Collect, Excluded Materials. Upon the Authority Contract Manager's request, Contractor shall provide a copy of its safety policy and a summary description of its safety training program, the name of its safety officer, and the frequency of its trainings.
- F. Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify the Authority Contract Manager of any changes in Contractor's key staff to be assigned to perform the services required under this Agreement Authority may request the Contractor to reassign proposed key staff members if Liquidated Damages levied against the Contractor exceed ten thousand dollars (\$10,000) in any consecutive three (3) month period; provided, however, all employment decisions of the Contractor's employees are entirely at the sole discretion of the Contractor. Contractor shall invite Authority Contract Manager to review resumes, participate in interviews with, and provide input about final candidates for these positions prior to hiring. Contractor shall consider the input of the Authority Contract Manager in such hiring decisions, however Contractor shall make all final hiring decisions and the Authority shall have no responsibility for the ultimate selection by Contractor.

Notwithstanding Authority Contract Manager's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall at all times ensure that its personnel fully comply with Applicable Law.

Failure to consistently maintain these staffing levels, by position, during the Term of the Agreement shall be considered a material breach, provided that prior to such action being determined a breach, Contractor and Authority Contract Manager shall meet and confer to determine whether staffing levels may be adjusted. If Authority and Contractor agree to a reduction in Contractor staffing levels, the resulting cost savings shall be reflected as an "Other Adjustment" during the next scheduled Rate adjustment, in accordance with Exhibit E.

At any point during the Term of this Agreement, the Authority Contract Manager may request in writing, followed by a meet and confer with Contractor senior management, that any of Contractor's employees be reassigned such that they no longer perform work directly relating to this Agreement. Such request by Authority shall provide a statement describing the reasonable cause for such request. Following such meet and confer period, if the Contractor agrees that such employee may be reassigned or legally terminated, Contractor shall remove the identified employee(s) from performing work directly related to this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement within ten (10) calendar days and Contractor

shall immediately fill the vacated position with a temporary replacement, if required to perform without delay, all services required under this Agreement. If during the process, the Contractor is unable to find a suitable replacement and the performance has been accurately performed, the Authority may waive Liquidated Damages.

1. Field Operations Supervisor. Contractor shall designate a qualified full-time employee as supervisor of field operations. The designated field supervisor will work full time dedicated to the Authority, in the field checking on Collection operations, including responding to Customer requests, inquiries, and Complaints. The field operations supervisor shall provide their cell phone number to the Authority Contract Manager and shall be reachable by cell phone or text at any time during normal business hours by the Authority Contract Manager or their designee.

2. Diversion Coordinator.

Contractor shall provide three (3) full-time Diversion Coordinator(s), not including the Contractor's contract manager, and maintain staff in such position through the Term of the Agreement. The duties of the Diversion Coordinator(s) will be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance, and will be substantially as described in Exhibit C Public Education and Outreach Requirements. The Diversion Coordinator(s) shall be full-time, regular, professional positions, compensated in accordance with the wages shown in Contractor's Proposal for such positions (which may also be called "Sustainability Specialists" or "Recycling Coordinators"). Contractor acknowledges that the Diversion Coordinator role is not intended to be an internship, or entry-level role, and that the role shall not include serving as regular support for other internal or administrative Contractor functions. Authority shall have the option to participate in the hiring and training process of Contractor's Diversion Coordinator(s). Authority may designate a staff member to work in partnership with Contractor's Diversion Coordinator(s).

3. Personnel Vacancies. In the event that Contractor fails to provide the required number of full-time equivalent key personnel, including the General Manager, Field Operations Supervisor, Diversion Coordinator, and Customer Service Manager, for more than two (2) months (nine (9) consecutive weeks), Contractor shall remit to the Authority seven thousand dollars (\$7,000) per un-provided key personnel for every month (in excess of four (4) months) such employee is not provided. Such amount shall be adjusted annually by the same percentage used to adjust Rates in accordance with Exhibit E. For example, if for six (6) months Contractor fails to provide one (1) key personnel employee, Contractor would remit to the Authority a minimum of fourteen thousand dollars (\$14,000) (assuming no annual adjustment of the amount has occurred). Contractor shall remit such payment within fifteen (15) Business Days of a written request by the Authority Contract Manager. The intent of this payment is for the Authority to utilize the funds to separately procure equivalent public education services and ensure the contractually agreed-upon levels of technical assistance and outreach are provided to Customers.

G. Route Supervisors. Contractor shall employ two (2) full-time Route Supervisors and maintain staff in such position through the Term of the Agreement. Subject to the provisions of Section 3.5, the Authority may request the Contractor employ an additional Route Supervisor.

5.9 CONTRACT MANAGEMENT

Authority has designated staff, the Authority Contract Manager, to be responsible for the monitoring and administration of this Agreement, in consultation with other Authority and Member Agency staff as Authority deems necessary. Contractor shall designate an employee to serve as Contractor's contract manager(s), to be responsible for working closely with the Authority Contract Manager in the monitoring and administration of this Agreement. At any point during the Term of this Agreement, the Authority Contract Manager may require that Contractor's contract manager not be involved in the management, operations, administration, marketing, or other activities of Contractor other than under this Agreement and up to one (1) other community's franchise agreement if Contractor's contract manager is unable to devote the necessary time to Contractor's obligations under this Agreement, provided that Contractor's contract manager may be involved with up to (2) other communities in order to respond to temporary, short-term staffing turnover as needed. In such case, Contractor shall be responsible for notifying the Authority Contract Manager of such other community(ies), the length Contractor's contract manager's involvement therewith, and any change in assignments. In the event the Contractor's contract manager(s) is not providing satisfactory responsiveness to Authority Contract Manager requests, Authority Contract Manager may require Contractor to designate a new Contractor's contract manager at no additional cost to the Authority.

The Contractor's contract manager shall meet and confer with the Authority Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient and effective manner that is consistent with the stated objectives of this Agreement.

From time to time, the Authority Contract Manager may designate other agents of the Authority to work with Contractor on specific matters. In such cases, those individuals should be considered designates of the Authority Contract Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto. In the event of a dispute between the Authority Contract Manager's designate and Contractor, the Authority Contract Manager's determination shall be conclusive.

In the event of dispute between the Authority Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement, the Authority Contract Manager's determination shall be conclusive, except where such determination results in a material impact to the Contractor's revenue and/or cost of operations. In the event of a dispute between the Authority Contract Manager and the Contractor results in such material impact to the Contractor, the provisions of Section 10.9 shall apply. For the purposes of this Section 5.9, "material impact" is an amount equal to or greater than one percent (1%) of Contractor's Gross Receipts as estimated in Contractor's Proposal or the most recent twelve (12) months of operating results, whichever is higher.

Authority Contract Manager or their designate shall have the right to observe and review Contractor operations and Processing Facilities and enter Premises for the purposes of such observation and review, including review of Contractor's records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such Premises for a period of more than three (3) calendar days after receiving such a request. Authority Contract Manager shall be granted read-only access to Contractor's Customer service, call center, and operations information systems and Customer service order and billing information systems in accordance with Section 4.14 of this Agreement.

5.10 DIVERSION REQUIREMENTS

- A. General.** Contractor shall perform services under this Agreement in a manner that supports the Authority’s environmental goals. This includes, but is not limited to, providing services, education, and outreach to Customers and in the community that promote Source Reduction, reuse, Recycling, Composting, and other methods to reduce landfill Disposal and overall environmental impact. Contractor is expected, wherever appropriate, to suggest opportunities for Customers to reduce their Solid Waste subscription levels and increase the level of Recyclable Materials and Organic Materials service received. Contractor’s management, operations, and Customer service personnel shall, as part of every technical assistance Customer interaction, promote the principles of zero waste, and identify and recommend opportunities for Customers to increase the relative level of Recyclable Materials and Organic Materials service received compared to the level of Solid Waste service received through downsizing their Solid Waste subscription level, and to reduce the overall amount of Discarded Materials.
- B. Annual Diversion Goals.** Contractor shall endeavor to improve Diversion rates, while working to maintain the minimum Diversion rates specified in Figure 5.2. During a Cost-Based Rate Adjustment, described in Exhibit E2, the Authority and Contractor shall meet and confer to establish appropriate Diversion metrics and continuous improvement targets for the subsequent 4-year period. Such revised metrics shall be agreed upon in writing by the Parties prior to the inception of Rate Periods 4 and 8.

The minimum Diversion rate shall be calculated as total Tons Diverted divided by total Tons Collected for the applicable sector. Total Tons Diverted does not include Processing Residue that is Disposed.

Figure 5.2: Minimum Diversion Rate

Rate Period	City of Campbell	City of Monte Sereno	City of Saratoga	Town of Los Gatos
X	33%	56%	54%	42%
1	34%	57%	55%	43%
2	35%	58%	56%	44%
3	36%	59%	57%	45%
4	37%	60%	58%	46%

C. Continuous Improvement

Authority and Contractor agree that in order to meet the Diversion target percentages indicated in Figure 5.2, Contractor shall endeavor to improve each of the following metrics annually until the target values stated for each metric are met, at which point Contractor shall make ongoing efforts to maintain such targets:

- A. Increasing Participation.** Increasing the relative total Service Level volume for Organic Materials and Recyclable Materials Collection as compared to the total Service Level volume for Solid Waste Collection from Residential Customers and from Commercial Customers. Target measure is to achieve 100% participation or Authority-approved waivers (as described in Section 4.15).

- B. **Increasing Capture Rate.** Increasing the average pounds Collected per cubic yard of subscribed Organics Materials capacity from Multi-Family Customers and Commercial Customers. The target measure shall be for Residential Organic Materials to capture greater than 100 pounds per cubic yard; for Commercial Organic Materials to capture greater than 220 pounds per cubic yard; and, for Recyclable Materials from all sectors to capture greater than 50 pounds per cubic yard
- C. **Decreasing Contamination.** Decreasing the weight of contamination as a percentage of the weight of total Recyclable Materials and Organic Materials as set-out, as measured by the waste characterization studies pursuant to Section 4.17 of the Agreement. At the direction of Authority Contract Manager, the methodology for decreasing contamination may be altered upon mutual agreement between Authority and Contractor.

Assessing progress for Items A and B above shall be based on comparing the annual calendar year data for each metric as reported in the annual report as provided in Exhibit D with the comparable data for the previous calendar year.

For Item C above, Contractor shall not be obligated to demonstrate continuous annual improvement unless the Authority Contract Manager directs the Contractor to conduct a waste characterization study of Organics Materials, Recyclable Materials, and Solid Waste as defined in Section 4.17 of the Agreement to define the baseline level of contamination for assessing Contractor progress over time in reducing contamination.

5.11 MISSED COLLECTIONS

- A. **Missed Collection Complaints.** In the event that Contractor believes a Customer has a pattern of inaccurately reporting missed Collections and the Customer has reported two (2) Customer Complaints related to missed or incomplete pickups, then Contractor may refrain from complying with the Collection schedule set forth in Section 5.11.B below. In the event Contractor elects to exercise its rights from the preceding sentence, Contractor shall submit supporting documentation of such claim to the Authority Contract Manager including, but not be limited to: a statement explaining why Contractor believes the missed Collections were inaccurately reported; documentation of the Customer's prior Complaints and resolution thereof; and, call center notes taken during the Complaint calls.
- B. **Schedule for Resolution.** Contractor shall resolve each and every Customer Complaint of a missed or incomplete Collection by returning to the Customer address and completing the Collection. For all Complaints related to missed Collections that are received by 12:00 p.m. from Bin or Drop Box Customers, or that are received by 3:00 p.m. from Cart Customers on a Working Day, the Contractor shall return to the Customer address and Collect the missed materials on the same Working Day on which the missed Collection was reported. For those Complaints related to missed Collections that are received after 12:00 p.m. from Bin or Drop Box Customers, or after 3:00 p.m. from Cart Customers on a Working Day, the Contractor shall have until the end of the following Working Day to resolve the Complaint.

Contractor shall not be required to return and complete a Collection in response to a Complaint if the Contractor's driver has left a Non-Collection Notice due to Prohibited Container Contaminants, or if Customer had not placed their Container out in a timely manner, as evidenced by Contractor's records.

- C. **Courtesy Collections for Late Set-Outs.** In the event that a Customer places their Container for Collection after Contractor's Collection vehicle has already passed the Premises for regularly scheduled Collection, Contractor shall return to the Customer Premises and provide a courtesy Collection at no charge to the Customer. Contractor is not required to provide more than one (1) courtesy Collection for late set-outs per Customer per calendar year. For Residential Customers, one (1) courtesy Collection represents Collection of up to three (3) Carts (Organic Materials, Recyclable Materials, and Solid Waste) per incident. Contractor shall complete the courtesy Collection by the end of the following Working Day. The provisions of this Section shall only apply if the Customer acknowledges, and/or Contractor documents with evidence satisfactory to the Authority Contract Manager, that the event did not constitute a missed or incomplete Collection event by the Contractor.
- D. **Disposal of Contaminated Discarded Materials.** In the event a Discarded Materials Container is not Collected due to presence of Prohibited Container Contaminants, as identified pursuant to the approved methodology under Section 4.16, Contractor shall Transport Discarded Materials to the Approved Facility for Disposal in accordance with Section 4.18.

5.12 CUSTOMER REBATES FOR FAILURE TO PROVIDE SERVICE

- A. **General.** Contractor and Authority agree that Contractor's failure to provide service in accordance with Articles 4 and 5 of this Agreement will result in the impacted Customer receiving a lower level of service than is anticipated by the Customer's subscribed Rate and creates additional burdens on the impacted Customer. To account for this, Contractor shall issue rebates to Customers for specific events of non-performance, in accordance with this Section 5.12. Such rebates shall be assessed for each calendar day the issue remains unresolved. Contractor shall issue such rebates automatically, regardless of whether or not the impacted Customer requests a rebate. If Rebates are issued to Customers as described in this Section 5.12, Authority shall not be entitled to any Liquidated Damages or other remedies associated with Contractor's failure to perform.
- B. **Missed Collection Rebate.** For each first failure per Customer, per Working Day for the Contractor to resolve a missed or incomplete Collection on the scheduled Collection day, Contractor shall remit to the Customer a Missed Collection Rebate. The Missed Collection Rebate amount shall be equivalent to the Rate paid by the Customer for the missed Collection multiplied by the number of Working Days the missed Collection Complaint was left unresolved. The Rate paid by the Customer for each Working Day of each missed Collection shall be calculated as the total bill amount during the bill period during which the missed Collection occurred divided by the number of regularly scheduled Collections were scheduled to occur during that bill period. For example, if a total bill was forty dollars (\$40) and four (4) regularly scheduled Collections were scheduled to occur during that bill period, the Missed Collection Rebate per Working Day for a missed Collection during that bill period would be ten dollars (\$10), and the total Missed Collection Rebate for such a missed Collection that was resolved in two (2) Working Days would be twenty dollars (\$20).

For each second failure per Customer, per Rate Period for the Contractor to resolve a missed or incomplete Collection on the scheduled Collection day that occurs for a Customer, the Missed Collection Rebate amount shall be equivalent to the Customer's total bill for the month in which the failure occurred.

The Missed Collection Rebate applies to missed Collections of all material types, including but not limited to Bulky Items and Reusable Materials, used cooking oil, Household Batteries, and Cardboard Overages.

- C. Late Container Delivery Rebate.** For each failure to deliver a Container to a new or existing Customer in accordance with the schedule provided in Section 5.7, Contractor shall remit to the Customer a Late Container Delivery Rebate. The Late Container Delivery Rebate amount shall be five dollars (\$5) per calendar day per Container in Rate Period Zero and Rate Period One, and shall be adjusted annually thereafter by the same percentage used to adjust Rates in accordance with Exhibit E. Contractor shall continue to remit the Late Container Delivery Rebate each calendar day until the Container(s) in question have been delivered. The Late Container Delivery Rebate applies to all approved Containers, including but not limited to a Used Oil Recovery Kits, if an empty Used Oil Recovery Kit is not left when the full kit is Collected, in accordance with Section 4 of Exhibit B1.

ARTICLE 6. RECORD KEEPING AND REPORTING

6.1 RECORD KEEPING

Contractor shall maintain Customer contact, Customer service, accounting, statistical, operational, and other data records related to its performance as shall be necessary to provide reporting under this Agreement, Applicable Law, and to demonstrate compliance with this Agreement. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement in an accessible location and condition (which may include the cloud) for the Term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be stored in digital format that is sortable, indexed, and readily and easily interpreted. Where records contain internal coding, Contractor shall provide a legend to facilitate the interpretation of any such coding. Upon request, any such records shall be retrieved within ten (10) Working Days of a request by the Authority Contract Manager and made available to the Authority Contract Manager. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically-maintained data and records shall be protected and backed-up. Contractor shall, on a monthly basis, save all system-generated reports supporting the record keeping and reporting requirements in PDF format in order to provide an audit trail for all data required.

To adjust Contractor's Compensation in the event of Authority-directed changes in accordance with Section 3.5 or in the event of special Rate review in accordance with Section 8.3, Contractor must maintain accurate, detailed, financial, and operational information in a consistent format, and must make such information available to the Authority in a timely fashion.

Authority views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, Authority regards its ability to prove where Collected Recyclable Materials, Organic Materials, Solid Waste, and C&D are taken for Transfer, Processing, or Disposal. Contractor shall maintain records to establish delivery of loads to the Approved Facility(ies). This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to Authority Contract

Manager (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

It is not possible to accurately anticipate all of the conditions giving rise to the need for information; therefore, to the extent such requirements are set out in this and other Articles of this Agreement, they shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction by or approval of the Authority Contract Manager, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency. If such adjustment results in additional costs to the Contractor over twenty thousand dollars (\$20,000) per year, Contractor shall submit a proposal for a change in scope consistent with the requirements of Section 3.5 and, if approved, the Authority shall compensate Contractor for its increased record keeping and reporting costs.

6.2 REPORT SUBMITTAL REQUIREMENTS

Contractor shall submit monthly reports no later than twenty (20) calendar days after the end of the calendar month. Contractor shall submit annual reports no later than thirty (30) calendar days after the end of each calendar year. Quarterly and annual reports shall, at a minimum, include all data and information as described in Exhibit D. Additionally, upon request by the Authority, Contractor shall provide any data, described in Exhibit D, required to respond to requests by local, regional, or State agencies within five (5) Business Days.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the Authority Contract Manager, in their sole discretion. Authority Contract Manager may, from time to time during the Term, review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

Contractor shall submit all reports to the Authority Contract Manager electronically via e-mail using software acceptable to the Authority Contract Manager. The Authority reserves the right to require Contractor to maintain records and submit the reports required herein through use of an Authority-selected web-based software platform or cloud-based reporting system, at Contractor's expense.

6.3 PERFORMANCE REVIEW AND AUDIT

The Authority Contact Manager shall conduct, and Contractor shall cooperate with, a performance review and audit during Rate Periods Three, Seven, and Eleven, if applicable. The purpose of such review and audit shall be, without limitation, to review Complaints, billings, and fee payments to Authority, and to determine if Contractor has met the performance standards described in this Agreement (including, without limitation, performance standards established in Exhibit F). Authority may choose to enlist professional service providers to perform such review and audit, and Contractor shall be required to pay Authority's actual costs for such services up to one hundred twenty five thousand dollars (\$125,000) per event (such amounts shall be adjusted annually by the annual percentage change in CPI-U, calculated in accordance with Exhibit E).

Contractor shall not attempt to influence or control the Authority's selection of professional service providers nor the specific review items covered by the review or audit. Contractor shall cooperate with

the Authority and its agents during the review and audit process, including by providing a thorough, complete, and accurate response to any requests for information within ten (10) Business Days of the Authority's request. Contractor shall not request a confidentiality agreement from the Authority or its agents in order to conduct the performance review and audit, nor shall it claim privilege over any record or documents that the Authority Contract Manager is entitled to under this Agreement unless this Agreement already specifically acknowledges some privilege related to that record.

If any partial compliance or noncompliance with the Agreement is found, the Authority may elect any remedy available under the Agreement including, but not limited to, assessing Liquidated Damages, determining that a breach or default has occurred, and/or directing the Contractor to correct the inadequacies in accordance with Article 10 of this Agreement.

ARTICLE 7.

AUTHORITY FEES AND REIMBURSEMENTS

7.1 FRANCHISE FEE

The Contractor shall pay a Franchise Fee to the Authority each month. Contractor has proposed and Authority has agreed that the amount of the Franchise Fee shall be equal to \$0 per year for all services performed under this Agreement and shall be paid in equal monthly installments by Electronic Funds Transfer (EFT) or check. Contractor and Authority agree the Franchise Fee is a negotiated amount that is reasonably related to the value of the rights granted to Contractor under this Agreement. The Authority and Member Agencies may use the Franchise Fee for any lawful purpose. The Franchise Fee is a cost paid solely by Contractor from its profits. Accordingly, the Franchise Fee shall be considered a reduction to Contractor's profit and not reflected in the calculations performed in Exhibit E. The Franchise Fee amount shall be increased annually by the same percentage as the Total Costs Before Member Agency Reimbursements Adjustment Factor calculated for that Rate Period. The reimbursement amount shall be determined by the Authority annually by 30 days prior to the Rate application for that Rate Period.

7.2 ADMINISTRATIVE REIMBURSEMENT

The Contractor shall pay an Administrative Reimbursement to the Authority each month. The Authority shall use the Administrative Reimbursement to reimburse program expenses or Authority, Member Agency, or other third-party staffing costs, including but not limited to Authority or Member Agency programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, capacity planning, organics procurement, or other activities related to the management of this Agreement. Contractor acknowledges that Administrative Reimbursements are a cost of doing business not eligible for profit and that Administrative Reimbursements shall not be passed directly through to Customers as a line item on a Customer billing statement. Both Parties acknowledge that all Administrative Reimbursements are an allowable cost of business similar to any license or permit required by the Contractor to perform the services required under this Agreement and will be recovered by Contractor through the Rates as described in Exhibit E. The reimbursement amount shall be determined by the Authority annually by June 30 for the subsequent year.

7.3 VEHICLE IMPACT MITIGATION REIMBURSEMENT

The Contractor shall pay a Vehicle Impact Mitigation Reimbursement to Member Agencies each month. The amount of the Vehicle Impact Mitigation Reimbursement at the time of execution of this Agreement

is as follows: four hundred seventy-seventy thousand six hundred dollars (\$477,600) annually for the City of Campbell; zero dollars (\$0) annually for the City of Monte Sereno; four hundred fifty-four thousand eight hundred eighteen dollars (\$454,818) annually for the City of Saratoga; and, eight hundred seventy-eight thousand three hundred eighty-one dollars (\$878,381) annually for the Town of Los Gatos. The amount of the Vehicle Impact Mitigation Reimbursement for Rate Period shall be determined prior to the establishment of Rate Period One Rates. This payment is to reimburse the Member Agencies for street maintenance costs incurred from Collection vehicles traveling on Member Agency streets. Contractor acknowledges that Vehicle Impact Mitigation Reimbursements are a cost of doing business not eligible for profit and that Vehicle Impact Mitigation Reimbursements shall not be passed directly through to Customers as a line item on a Customer billing statement. Both Parties acknowledge that all Vehicle Impact Mitigation Reimbursements are an allowable cost of business similar to any license or permit required by the Contractor to perform the services required under this Agreement and will be recovered by Contractor through the Rates as described in Exhibit E.

7.4 STREET MAINTENANCE REIMBURSEMENT

The Contractor shall pay a Street Maintenance Reimbursement to Member Agencies each month. The amount of the Street Maintenance Reimbursement is as follows at the time of execution of this Agreement: two hundred seventy-eight thousand nine hundred five dollars (\$278,905) annually for the City of Campbell; zero dollars (\$0) annually for the City of Monte Sereno; one hundred thousand dollars (\$100,000) annually for the City of Saratoga; and, four hundred fifty nine thousand three hundred ninety-five dollars (\$459,395) annually for the Town of Los Gatos. The amount of the Street Maintenance Reimbursement for Rate Period shall be determined prior to the establishment of Rate Period One Rates. The payment is to reimburse the Member Agencies for costs related to the maintenance of streets including, but not limited to, costs for tree trimming. Contractor acknowledges that Street Maintenance Reimbursements are a cost of doing business not eligible for profit and that Street Maintenance Reimbursements shall not be passed directly through to Customers as a line item on a Customer billing statement. Both Parties acknowledge that all Street Maintenance Reimbursements are an allowable cost of business similar to any license or permit required by the Contractor to perform the services required under this Agreement and will be recovered by Contractor through the Rates as described in Exhibit E.

7.5 HHW REIMBURSEMENT

The Contractor shall pay a HHW Reimbursement to Member Agencies each month. The amount of the HHW Fee is as follows at the time of execution of this Agreement: fifty-two thousand four hundred eighty-nine dollars (\$52,489) annually for the City of Campbell; twelve thousand two hundred forty-five dollars (\$12,245) annually for the City of Monte Sereno; fifty thousand four hundred eleven dollars (\$50,411) annually for the City of Saratoga; and, sixty-four thousand five hundred fifty-two dollars (\$64,552) annually for the Town of Los Gatos. The payment is to reimburse the Member Agencies for the costs related to participation in the Santa Clara County Household Hazardous Waste Program. Contractor acknowledges that the HHW Reimbursements are a cost of doing business not eligible for profit and that HHW Reimbursements shall not be passed directly through to Customers as a line item on a Customer billing Statement. Both Parties acknowledge that all HHW Reimbursements are an allowed cost of doing business similar to any license or permit required by the Contractor to perform services required under this Agreement and will be recovered by the Contractor through the Rates as described in Exhibit E.

7.6 OTHER REIMBURSEMENTS

Member Agencies and/or Authority reserves the right to set "other" reimbursements, as it deems necessary. The amount, time and method of payment and adjustment process will be set in a manner

similar to that for other reimbursements described in this Article. Contractor acknowledges that Member Agency Reimbursements are a cost of doing business not eligible for profit and that Member Agency Reimbursements shall not be passed directly through to Customers as a line item on a Customer billing statement. Both Parties acknowledge that all Member Agency Reimbursements are an allowable cost of business similar to any license or permit required by the Contractor to perform the services required under this Agreement and will be recovered by Contractor through the Rates as described in Exhibit E.

7.7 ADJUSTMENT TO REIMBURSEMENTS

Member Agencies and/or Authority may set other payments or adjust the payments established in this Article from time-to-time during the Term of this Agreement and such other payments and adjustments shall be considered an allowable cost of business not subject to profit mark-up and included in the adjustment of Rates as described in Exhibit E.

7.8 PAYMENT SCHEDULE AND LATE FEES

Within twenty-five (25) calendar days of the end of each calendar month, during the Term of this Agreement, Contractor shall remit to Member Agencies and Authority all fees and reimbursements as described in this Article. Such fees and reimbursements shall be remitted to Member Agencies and sent or delivered to the Authority Contract Manager. If such remittance is not paid to Member Agencies or Authority on or before the twenty-fifth (25th) calendar day following the end of a calendar month, all fees due shall be subject to a delinquency penalty of two percent (2%), or maximum permitted by law, which attaches on the first day of delinquency. The delinquency penalty shall be increased an additional two percent (2%), or maximum permitted by law, for each additional month the payment remains delinquent.

Each monthly remittance to Member Agencies and Authority shall be accompanied by a statement listing the amount of each fee paid; and the calculation of each fee. Authority Contract Manager may, at any time during the Term, request a detailed calculation of Gross Receipts which may include, but is not necessarily limited to, the number of Customers charged at each Service Level and Rate for each billing period. Contractor shall maintain all supporting documents and calculations for each payment made to Member Agencies as required by Section 6.1.

Authority Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and payment of fees. Contractor shall cooperate with the Authority Contract Manager in any such audit. Should Authority or its agent perform this review and identify errors in payment of fees valued at one (1) percent or more for the period reviewed, Contractor shall, in addition to compensating Authority for lost fees, reimburse the Authority's actual cost of the review.

7.9 PROCUREMENT REIMBURSEMENT

Within (5) Business Days of the Effective Date of this Agreement, Contractor shall pay the Authority three hundred thirty-three thousand and six hundred ninety dollars (\$333,690) to reimburse the Authority for the cost of preparing the RFP, reviewing Contractor's Proposal, and negotiating this Agreement. The Contractor shall not recover this payment through Contractor's Compensation.

ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING

8.1 GENERAL

The Contractor's Compensation for performance of all its obligations under this Agreement shall be Gross Receipts. Contractor's Compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials, and supplies for Transfer, Processing and Disposal costs, Member Agency Reimbursements, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Nothing herein shall obligate Authority to provide any compensation to Contractor beyond Gross Receipts.

If Contractor's actual costs, including fees due to Member Agencies and Authority, are more than Gross Receipts, Contractor shall not be compensated for the difference between actual costs and actual Gross Receipts. If Contractor's actual costs are less than the actual Gross Receipts, Contractor shall retain the difference, provided that Contractor has paid all costs necessary to fulfil Contractor's obligations under this Agreement.

Under this Agreement, Contractor shall have the right to charge and collect from Customers, the maximum Rates in Exhibit G2 that are established by the Authority for provision of services to Customers. The Rates for Rate Period Zero were continued from the prior agreement. The Rates for Rate Period One are based on the Contractor's Proposal. Contractor's proposed costs and operating assumptions for Rate Period One are presented in Exhibit G1. Rate Period One Rates in Exhibit G2 are subject to the adjustment of the Administrative Reimbursement, as described in Section 7.2, approved by the Authority prior to the Commencement Date.

8.2 RATES AND ANNUAL ADJUSTMENTS

- A. General.** The Authority Contract Manager shall be responsible for ratifying Rates as described in this Article. If at any time during the Term of the Agreement, the Contractor determines the need for a Rate that does not appear on the Authority established Rate schedule in Exhibit G2, Contractor shall immediately notify the Authority Contract Manager and request establishment of such Rate. For example, if a Customer requires Collection of Organic Materials in a fifteen (15) cubic yard Compactor five (5) times per week and the Authority-ratified Rate schedule does not include this level of service, the Contractor must request that the Authority Contract Manager establish a Rate for this level of service. Rates for an individual service that do not appear on the Authority-ratified Rate schedule may be established by the Authority Contract Manager on a temporary basis for up to one Rate Period until the next normally-scheduled consideration by the Authority Board of Directors.
- B. Rates for Rate Period One.** The Rates for Rate Period One, which are presented as an addendum to Exhibit G1, were determined by Contractor and Authority and were established along with this Agreement. The Rates for Rate Period One shall be effective from July 1, 2024 through June 30, 2025, a twelve (12) month period. Rate Period One Rates in Exhibit G2 are subject to the adjustment of the Administrative Reimbursement, as described in Section 7.2, approved by the Authority prior to the Commencement Date.

- C. Rates for Subsequent Rate Periods.** Rates for subsequent Rate Periods shall be adjusted annually in accordance with this Section 8.2 and Exhibit E using the annualized Rate Period One costs, as presented in Exhibit G1. Rates for Rate Periods Two, Three, Five, Six, Seven, Nine, Ten, and if applicable, Eleven, Thirteen, Fourteen, and Fifteen, shall be adjusted in accordance with Exhibit E1, Index-Based Rate Adjustment Methodology. Rates for Rate Periods Four, Eight, and Twelve, if applicable, shall be adjusted in accordance with Exhibit E2, Cost-Based Rate Adjustment Methodology.

The index-based adjustment, which is described in Exhibit E1, involves use of various cost adjustment factors (such as the percentage change in the consumer price index and changes in Tonnage and tipping fees) to calculate adjusted Rates. Such Rate adjustment calculations shall be performed in strict conformance to the procedures described in Exhibit E1.

The cost-based methodology, which is described in Exhibit E2, involves a review of Contractor's actual costs and revenues and projection of costs and revenues for the coming Rate Period. This cost-based Rate adjustment shall be performed instead of the index-based Rate adjustment for Rate Periods Four, Eight, and Twelve. Such Rate adjustment calculations shall be performed in strict conformance to the procedures described in Exhibit E2.

- D. Rate Structure.** The Authority may, at any time during the Term of this Agreement and in its sole discretion, change the relationship of individual Rates in comparison with other Rates. Any such changes would occur in conjunction with the annual Rate adjustment process described in Section 8.2.C or in conjunction with a Rate adjustment resulting from an extraordinary Rate adjustment in accordance with Section 8.3. Changes to the Rates charged under the new structure shall be calculated in such a way that the revised Rate structure generates at least the same amount of total revenue when the current number of accounts at each Service Level are multiplied by the Rates charged for each Service Level and the total for all Service Levels are summed.

8.3 EXTRAORDINARY RATE ADJUSTMENTS

It is understood that the Contractor accepts the risk for changes in the cost of providing services and the Service Levels requested by Customers and, therefore, the extraordinary adjustments to Rates shall be limited to a Change in Law or an Authority-directed change in scope. If a Change in Law or Authority-directed change in scope (pursuant to Section 3.5) occurs, the Contractor may petition Authority for an adjustment to the Rates in excess of the annual adjustment described in Section 8.2.

Contractor shall prepare an application for the extraordinary Rate increase. Such submittal shall be prepared in compliance with the procedures described in Exhibit E2 and shall provide all information requested by Authority Contract Manager specific to the nature of the request being made. Contractor shall pay all reasonable costs incurred by Authority, including the costs of outside accountants, attorneys, and/or consultants, in order to make a determination of the reasonableness of the requested Rate adjustment. The application shall clearly document the reason for the proposed adjustment, include calculation of the proposed Rate adjustments, and provide supporting documentation.

In the event of such an application for extraordinary Rate increase, it is understood that the Contractor shall have the burden of demonstrating, to the reasonable satisfaction of the Authority Contract Manager, that the failure of Authority to ratify the Rates will result in the Contractor's failure to achieve the operating ratio stipulated in Contractor's Proposal and described in Exhibit E due to the Change in Law or Authority-directed change in scope. The Contractor shall the burden of demonstrating its failure to

achieve the operating ratio by allowing for Authority Contract Manager review of financial statements and supporting documentation.

The Authority Contract Manager shall have the right to request any other information that they, in their reasonable judgment, determine is necessary to establish the reasonableness or accuracy of Contractor's request for an extraordinary Rate increase. Contractor's failure to fully cooperate in a timely manner with any reasonable request for information by the Authority Contract Manager may result in either the denial of or a delay in the approval of the request for an extraordinary Rate increase.

In no case shall Contractor undertake significant cost reduction efforts that, in the Authority's reasonable determination, negatively impact the services provided under this Agreement without the prior written approval of the Authority. Contractor may, at any time during the Term of this Agreement, present to Authority opportunities for reducing costs. Upon Contractor's presentation of their cost saving proposal, Authority may request, and Contractor shall provide, such information as may be reasonably necessary to fully understand the proposed change. Should Contractor propose and Authority accept an approach to reducing costs, the Parties shall establish the portion of the cost savings that will accrue to the benefit of the Contractor and the portion that will accrue to the benefit of the Customers through a reduction in the Rates. Should no other mutually-acceptable apportionment be agreed upon, the Contractor shall retain fifty percent (50%) of the projected cost savings and the Customers shall gain the benefit of the other fifty percent (50%). Such cost savings shall be reflected as a negative value in the "Other Adjustment" portion of the Rate application submitted pursuant to Exhibit E1 or Exhibit E2, depending on the type of Rate adjustment procedure used in that Rate Period.

8.4 COMPENSATION OF POST-COLLECTION SERVICES CONTRACTOR

Contractor is solely responsible for compensating the Post-Collection Services Contractor for actual Tons of each type of Discarded Material delivered at the then-current per-Ton rate. The then-current per-Ton rate, as adjusted by the Post-Collection Services Agreement and as incorporated into the Authority established Rates as provided in Exhibit E, shall be the only form of compensation due to the Post-Collection Services Contractor, including for Disposal of Residue. Contractor shall be invoiced for and shall pay for Processing and Disposal of actual Tons delivered to, the Approved Facility regardless of material type; there are no minimum or maximum Tonnage requirements. Contractor and Post-Collection Services Contractor shall meet and confer no less than sixty (60) days prior to the Commencement Date to finalize the invoicing process. Contractor shall provide payment to Post-Collection Services Contractor within thirty (30) days of receipt of complete invoices. Contractor's failure to pay the Post-Collection Services Contractor timely, completely, and accurately shall be considered a material breach of the terms of the Agreement and may subject Contractor to Liquidated Damages, default, claim(s) against Contractor's Performance Bond, or other remedies available to the Authority and/or Post-Collection Services Contractor.

ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

9.1 INDEMNIFICATION

A. General. Contractor shall indemnify, defend with counsel reasonably acceptable to Authority, and hold harmless (to the full extent permitted by law) Authority and its officers, officials, employees,

consultants, volunteers, agents, and Member Agencies (collectively the “indemnitees”) from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including reasonable attorneys’ and expert witness fees) (collectively, “Damages”) of every nature arising out of or in connection with Contractor’s performance under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of any indemnitee.

- B. Excluded Materials Responsibilities.** Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or Dispose of any Excluded Materials except in strict compliance with all Applicable Laws.

In the event that Contractor negligently or willfully mishandles Excluded Materials in the course of carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain Authority’s approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, Authority may undertake such action at Contractor’s sole cost and expense, and Contractor shall reimburse Authority for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of Section 7.8. These obligations are in addition to any defense and indemnity obligations that Contractor may have under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, Contractor’s duties under this subsection shall not extend to any claims arising from the Disposal of Solid Waste at the Designated Disposal Facility, including, but not limited to, claims arising under CERCLA unless such claim is a direct result of Contractor’s negligence or willful misconduct.

- C. Excluded Materials Indemnification.** Contractor shall indemnify, defend with counsel acceptable to the Authority, protect and hold harmless the Authority, officers, employees, consultants, volunteers, agents, and Member Agencies (collectively, “indemnitees”) from and against all claims, damages (including, but not limited to, special, consequential, natural resources and punitive damages), injuries, costs, (including, without limitation, any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, without limitation, attorneys’ expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, “Damages”) of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees to the extent arising from or attributable to the acts or omissions of Contractor in Transporting Excluded Materials that have been intentionally or inadvertently Collected by the Contractor in connection with or related to the performance of this Agreement, whether or not negligent or otherwise culpable, including without limitation, damages arising from or attributable to any operations, repair, clean-up or detoxification, or other plan (regardless of whether undertaken due to governmental action) concerning such Excluded Materials, Collected under this Agreement. Notwithstanding the foregoing, however, Contractor shall not be required to indemnify the Authority for the costs for

any claims arising from the Disposal of Solid Waste at the Designated Disposal Facility, including, but not limited to, claims arising under CERCLA. Furthermore, notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend, or hold harmless the indemnitees to the extent such loss or damage was caused by the negligence or willful misconduct of any indemnitee.

The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify Authority and Member Agencies from liability.

This provision is in addition to all other provisions in this Agreement and is intended to survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall prevent Authority from seeking indemnification or contribution from Persons or entities other than indemnitees, for any liabilities incurred by Authority, or the indemnitees

- D. Related to CalRecycle Regulations.** Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, SB 1383, and/or any other regulation under CalRecycle's authority for which the Authority has delegated responsibility to the Contractor are not met by Authority with respect to the waste stream Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor delays in providing information that prevents Contractor, Authority, or Member Agencies from submitting reports to regulators in a timely manner.

Notwithstanding any other provision in this Agreement, Contractor's obligations in this subsection D with respect to AB 939, AB 341, AB 1826, and/or SB 1383 shall be subject to the provisions of Section 40059.1 of the Public Resources Code, and Contractor shall not be liable for any indemnity obligations or penalties under this Agreement in respect of any such requirements except to the extent that indemnity obligations by Contractor are enforceable under said Section.

- E. Related to Proposition 218.** Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII A, C and D of the California Constitution (commonly known as Proposition 218), which impacts the Rates for the Collection services established in accordance with this Agreement, Contractor agrees to meet and confer with Authority to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement. Any adjustment of Rates is contingent on Member Agencies' use of such Proposition 218 process as deemed necessary or advisable by the Authority.

If, at any time, the existing Rates or a Rate adjustment determined to be appropriate by both Authority and Contractor to compensate Contractor for costs or increases in costs as described in this Agreement cannot be maintained or implemented for any reason, Contractor shall be granted the option to negotiate with Authority, in good faith, a reduction of services equal to the value of the Rate or Rate adjustment that cannot be implemented. If Authority and Contractor are unable to reach agreement about such a reduction in services, then Contractor may terminate this Agreement upon 180 days' prior written notice to Authority, in which case the Contractor and Authority shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another pursuant to this Agreement after the date of such termination. Should a court of competent jurisdiction determine that the Contractor cannot charge and/or increase its Rates for any amount of charges related to

Franchise Fees and/or Member Agency Reimbursements and/or other charges, Contractor shall reduce the Rates it charges Customers by a corresponding amount and shall be relieved from paying the amount of such Franchise Fees and/or Member Agency Reimbursements and/or other charges, provided said Franchise Fees and/or Member Agency Reimbursements and/or other charges disallowed by the court were determined not to be lawful or related to the cost of providing service hereunder and had been incorporated in the Rates charged by Contractor to its Customers.

Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the Rates established for services provided under this Agreement; rather this Section is provided merely to allocate risk of an adverse judicial interpretation between the Parties.

This provision (i.e., Section 9.1) will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by Authority to contribution or indemnity from third parties.

9.2 INSURANCE

A. General Requirements. Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the following coverage and limits of insurance:

B. Coverages and Requirements. During the Term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

Comprehensive General Liability – \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability – \$10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).

Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease.

Commercial Crime Insurance – \$500,000 per employee loss covering dishonesty, forgery, alteration, theft, disappearance, and destruction (inside or outside).

Pollution Legal Liability – \$5,000,000 for bodily injury, property damage, and remediation of contaminated site.

Cyber Liability – Contractor will maintain cyber liability insurance with a combined single limit of not less than \$1,000,000 per event. Contractor's cyber policy must include language related to Contractor data breach.

2. Additional Insured. Authority, its officers, agents, employees, volunteers, and Member Agencies shall be named as additional insured on all but the workers' compensation and professional liability coverages.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of pollution legal liability, shall be payable on a "per occurrence" basis unless Authority's Risk

Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than three (3) years thereafter. Proof of such “tail” or other continuous coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall upon request declare all aggregate limits on the coverage before commencing performance of this Agreement, and Authority’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement. In the event that the Authority’s Risk Manager requests a change in accordance with this Section 9.2.B.4 that results in increased costs to Contractor, such change shall be addressed in accordance with Section 3.5.
 5. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of the Contractor.
 6. Each insurance policy shall provide or 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 Authority Contract Manager ten (10) Business Days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-VII, unless otherwise approved by Authority.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents, and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects Authority, its officers, agents, employees, volunteers, and Member Agencies. Any insurance maintained by Authority shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.
 10. The Contractor shall waive all rights of subrogation against, its officers, employees, agents, volunteers, and Member Agencies.
- C. Endorsements.** Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish Authority Contract Manager with certificates or original endorsements reflecting coverage required by this Agreement. The certificates or endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and are subject to the approval of, Authority Risk Manager before work commences.
- D. Renewals.** During the Term of this Agreement, Contractor shall furnish Authority Contract Manager with certificates or original endorsements reflecting renewals, changes in insurance companies, and any other documents reflecting the maintenance of the required coverage throughout the entire Term of this Agreement. The certificates or endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf.
- E. Workers' Compensation.** Contractor shall provide workers’ compensation coverage as required by State law and shall comply with Section 3700 of the State Labor Code.

9.3 PERFORMANCE BOND

Within seven (7) calendar days of the Authority's notification to Contractor that the Authority has executed this Agreement, Contractor shall file with the Authority a bond, payable to the Authority and in a format approved by the Authority Contract Manger, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually if necessary, so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be nine million dollars (\$9,000,000), which is an amount set to equal twenty-five percent (25%) of Contractor's proposed Rate Period One Gross Receipts and shall be adjusted every three (3) years, commencing with Rate Period Three, to equal three (3) months of the prior Rate Period's annual Gross Receipts. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to the Authority.

In lieu of a performance bond, Authority and Contractor may agree that Contractor will provide for the issuance of an irrevocable stand by letter of credit (the "Letter of Credit") by a bank approved by Authority in its sole discretion (the "Bank") for the benefit of Authority. Under the Letter of Credit, Authority may draw, in one or more drawings, an aggregate amount up to nine dollars (\$9,000,000) (the "Stated Amount", equivalent to that provided above in this Section 9.3 for a performance bond) upon the occurrence of: (1) an Event of Default defined in Section 10.1; (2) Contractor's failure to timely pay any monies due Member Agencies; (3) Contractor's inability to regularly pay its bills as they become due; or, (4) Contractor's failure to timely pay any Solid Waste management facility for Recyclable Materials Processing, Composting or Disposal services provided under this Agreement, as evidenced to the satisfaction of Authority. Authority and Contractor may agree that Contractor will increase the aggregate amount of the Letter of Credit in conjunction with the adjustment of Rates in accordance with Article 8. Any incremental costs or savings incurred by Contractor to secure the increased aggregate amount will be included in the calculation of Rates for the next Rate Period.

The expiration date of the Letter of Credit must be sooner than the Term of this Agreement provided in Section 2.1 (the "Stated Expiration Date"), unless it provides that it will not be terminated, modified, or not renewed except after prior written notice by certified mail, return receipt requested, to Authority 60 days in advance of termination or failure to renew. The Letter of Credit may expire on the date on which the Bank receives a certificate from Authority saying that the Term has expired, or this Agreement has been terminated and Contractor owes Authority no money under this Agreement, or that Contractor has substituted an alternative letter of credit or other security document acceptable to Authority in Authority's sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval of Authority in its sole discretion, following the notice procedures defined in Section 12.9. The Letter of Credit must be transferable to any successor or assignee of Authority.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** Contractor, its Affiliates, any Subcontractor, or any other Person employed by or with an ownership interest in Contractor, its Affiliates or any Subcontractor practices, or attempts to practice, any fraud or deceit upon the Authority, including but not limited to any representation or disclosure made to the Authority by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.
- B. Acts or Omissions.** Any other act or omission by Contractor that violates the terms, conditions, or requirements of this Agreement, or Applicable Law and that is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- C. Insolvency, Bankruptcy, Seizure, or Attachment.** Contractor becomes insolvent, unable, or unwilling to pay its debts, upon entry of an order for relief in favor of Contractor in a bankruptcy proceeding, or upon a seizure of, attachment of, or levy on, some or all of Contractor's operating equipment, including without limits its equipment, maintenance or office facilities, Approved Facility(ies), or any part thereof.
- D. Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.
- E. Violations of Applicable Law.** Contractor has been found by a court of proper jurisdiction to be in violation of Applicable Law (other than criminal law) directly or indirectly related to the performance of this Agreement, provided that Contractor may contest any such allegation or finding by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.
- F. Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of Criminal Activity related directly or indirectly to performance of this Agreement or any other agreement held with a public agency.
- G. Failure to Complete Transition.** Contractor fails to complete the tasks identified in Contractor's Implementation Plan as specified in Exhibit G3.
- H. Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, Processing, or other services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor including, but not limited to, labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action.

- I. Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as agreed-upon by the Authority as specified in Section 3.5.
- J. Failure to Pay or Report.** Contractor fails to make any payments to Authority, Member Agencies, or the contractor for the Post-Collection Services Agreement required under this Agreement including payment of Franchise Fees or Member Agency Reimbursements or Liquidated Damages and/or refuses to provide Authority with required information, reports, and/or records in a timely manner as provided for in this Agreement.
- K. Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and affect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- L. Assignment without Approval.** Contractor transfers or assigns this Agreement without the express written approval of the Member Agencies and Authority unless the assignment is permitted without Authority approval pursuant to Section 12.6.
- M. Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under this Agreement.

Authority shall provide Contractor written notice of default within seven (7) calendar days of the Authority's first knowledge of the Contractor's default.

10.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT

Contractor shall be given ten (10) Business Days from written notification by Authority to cure any default that, in the Authority Contract Manager's sole opinion, creates a potential public health and safety threat.

Contractor shall be given ten (10) Business Days from written notification by Authority to cure any default arising under subsections A, C, E, H, and K in Section 10.1 provided, however, that the Authority shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period, if Contractor has committed the same activity giving rise to default.

Contractor shall be given thirty (30) calendar days from written notification by Authority to cure any other default (which is not required to be cured within ten (10) Business Days); provided, however, that the Authority shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period, if Contractor has committed the same activity giving rise to default.

10.3 AUTHORITY'S REMEDIES IN THE EVENT OF DEFAULT

Upon Contractor's default, Authority has the following remedies:

- A. Waiver of Default.** Authority may waive any event of default or may waive Contractor's requirement to cure a default event if Authority determines that such waiver would be in the best interest of the Authority. Authority's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

- B. Suspension of Contractor's Obligation.** Authority may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such time the Contractor can provide assurance of performance in accordance with Section 10.8.
- C. Liquidated Damages.** Authority may assess Liquidated Damages or require a Corrective Action Plan for Contractor's failure to meet specific performance standards pursuant to Section 10.6 and Exhibit F.
- D. Termination.** In the event that Contractor should default, and subject to the right of the Contractor to cure, in the performance of any provisions of this Agreement, and the default is not cured for any default within in ten (10) calendar days if the default creates a potential public health and safety threat or arises under Section 10.1. A, C, E, H, or K, or otherwise thirty (30) calendar days after receipt of written notice of default from the Authority, then the Authority may, at its option, terminate this Agreement and/or hold a hearing at its Authority Board meeting to determine whether this Agreement should be terminated. In the event Authority decides to terminate this Agreement, the Authority shall serve twenty (20) calendar days' written notice of its intention to terminate upon Contractor. In the event Authority exercises its right to terminate this Agreement, the Authority may, at its option, upon such termination, either directly undertake performance of the services, or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of Authority upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

- E. Other Available Remedies.** Authority's election of one (1) or more remedies described herein shall not limit the Authority from any and all other remedies at law and in equity including, but not limited to, injunctive relief.

10.4 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an event of default, the Contractor shall furnish Authority Contract Manager, within ten (10) Business Days of such termination, with all records related to its Customers, Collection Routes, and billing of accounts for Collection services serviced under this Agreement.

10.5 AUTHORITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

Authority's rights to terminate the Agreement under Section 10.2 and to take possession of the Contractor's records under Section 10.4 are not exclusive, and Authority's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies that Authority may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service, the lead time required to effect alternative service, and the rights granted by Authority to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and Authority shall be entitled to injunctive relief (including, but not limited to, specific performance).

10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

- A. General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages that shall be incurred by Authority as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impractical or impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.
- B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Collection services are of utmost importance to Authority and that Authority has considered and relied on Contractor's representations as to its quality-of-service commitment in awarding the Agreement to Contractor. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, Authority and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages that Authority will suffer. Therefore, without prejudice to Authority's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to Authority that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages, Exhibit F.

Before assessing Liquidated Damages, Authority shall give Contractor notice of its intention to assess such damages. The notice will include a brief description of the incident(s) and non-performance. Authority may review and make copies of all information in the possession of Contractor relating to incident(s) and/or non-performance. Authority Contract Manager may, within ten (10) Business Days after issuing the notice, request a meeting with Contractor. If Contractor does not agree to meet within ten (10) Business Days of Authority Contract Manager's request for a meeting with Contractor, the Authority Contract Manager may, at their sole discretion, impose such Liquidated Damages without any further opportunity for the Contractor to cure. Authority Contract Manager may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. Authority Contract Manager will provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under

this Section 10.6. Any Liquidated Damages that were assessed and not rescinded after the meet and confer period shall be final and not subject to further appeal.

- C. Amount.** Authority Contract Manager may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit F, subject to annual adjustment described below.
- D. Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by Authority within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, Authority may proceed against the performance bond required by the Agreement, order the termination of the rights or “franchise” granted by this Agreement, or all of the above.

10.7 EXCUSE FROM PERFORMANCE

The Parties understand and agree herein that the services provided under this Agreement are critical to the protection of public health and safety and that Contractor is expected to perform these services despite the occurrence of events that may otherwise give rise to Force Majeure conditions. A Party shall be excused from performing their obligations hereunder and from any obligation to pay Liquidated Damages if they are prevented from so performing by reason of acts of God, floods, earthquakes, other acts of nature, war, civil insurrection, epidemic or pandemic, riots, acts of any domestic government (including judicial action), and other similar events that are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Performance shall be excused if the Party requesting relief from performance can demonstrate that the performance of a its obligation is impossible or impracticable and shall only be excused from those requirements that are demonstrated to be impossible or impracticable.

In the event that an uncontrollable circumstance makes it impossible to provide service in the manner contemplated in this Agreement, but Contractor can perform service in an alternate manner, Contractor shall present an accommodated services plan to the Authority Contact Manager. Such submittal shall provide a description of the accommodated services, a schedule showing the impacts (positive and negative) to costs and revenues, and all other information reasonably requested by the Authority Contract Manager. Authority has no obligation to accept Contractor's accommodated services plan. In the event Authority rejects the accommodated services plan and the event is, in fact, a Force Majeure Event, Contractor shall be excused from performance related to those aspects of service for Customers where performance is impossible.

In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to Container placement and point of Delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing Collection services at different times and in different locations. Further, in the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or a subsidiary, the Contractor shall not be excused from performance. In such case, Contractor shall continue to provide a reasonably satisfactory level of performance during the pendency thereof, but the Contractor

shall not be required to adhere strictly to the specific requirements of this Agreement regarding Routes, Collection times, or similar matters; provided, however, that in no event shall more than seven (7) calendar days elapse between pickups for Residential and Commercial Customers. Any labor action initiated by Contractor including, but not limited to, a lock-out, shall not be grounds for any excuse from performance and Contractor shall perform all obligations under this Agreement during the pendency of such Contractor-initiated labor action.

The Party claiming excuse from performance shall, within five (5) Business Days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing substantially all of its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, either Party shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to the other Party, in which case the provisions of Section 10.4 shall apply.

10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to Authority and the health and safety of all those members of the public residing or doing business within Authority who will be adversely affected by interrupted Discarded Materials management service, that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears, in the reasonable judgment of Authority, to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and Authority believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, Authority may, at its sole option, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as Authority believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by Authority, such failure or refusal shall be an event of default for purposes of Section 10.1.

10.9 DISPUTE RESOLUTION

In the event of dispute between the Authority Contract Manager and the Contractor regarding the interpretation of, or the performance of services under, this Agreement that results in a material impact to the Contractor's revenue and/or cost of operations, as defined in Section 5.9, the provisions of this Section 10.9 shall apply.

- A. **Meet and Confer.** The Authority Contract Manager and Contractor agree that they promptly will meet and confer to attempt to resolve the matter between themselves.

- B. **Mediation.** In the event that disputes arise under this Agreement and cannot be resolved satisfactorily between the Parties in accordance with Section 10.9.A, the Authority and Contractor agree that such disputes shall be submitted to mandatory, non-binding thirty (30) day mediation by a mutually agreed upon independent third party.
- C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for filing claims against the Authority under Applicable Law shall be tolled during the period of time for which meet and confer or mediation procedures are pending, in accordance with Sections 10.9.A and 10.9.B.
- D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to Sections 10.9.A and 10.9.B have failed and any necessary claim(s) have been denied.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this Article.

11.1 CONTRACTOR'S CORPORATE STATUS

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

11.2 CONTRACTOR'S CORPORATE AUTHORIZATION

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

11.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of Contractor's and Authority's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by such Party of its respective obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor or Authority is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

11.4 NO LITIGATION

To the best of Contractor's and Authority's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against either Party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- A. Materially adversely affect the performance by such Party of its obligations hereunder;
- B. Adversely affect the validity or enforceability of this Agreement; or
- C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

11.5 NO ADVERSE JUDICIAL DECISIONS

To the best of Contractor's and Authority's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

11.6 NO LEGAL PROHIBITION

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of that Party's obligations under this Agreement and the transactions contemplated hereby.

11.7 CONTRACTOR'S ABILITY TO PERFORM

Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

ARTICLE 12. OTHER AGREEMENTS OF THE PARTIES

12.1 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by Authority and neither as an officer nor employee of Authority, nor as a partner or agent of, or joint venturer with, Authority. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of Authority. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents. Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to Authority employees by virtue of their employment with Authority.

12.2 COMPLIANCE WITH LAW

Contractor shall at all times, at its sole cost, comply with all Applicable Laws now in force and as they may be enacted, issued or amended during the Term.

12.3 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State.

12.4 JURISDICTION

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Santa Clara County in the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Santa Clara County.

12.5 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

12.6 ASSIGNMENT

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more of the local, regional, and/or corporate stock or ownership of Contractor to a Person (other than a transfer of shares in Contractor by the Owner of such shares to members of the Owner's family or a trust for the benefit of the Owner's family, to Contractor or to another Owner of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty percent (20%) during the Term of the Agreement (other than a transfer of shares in Contractor by the Owner of such shares to members of the Owner's family or a trust for the benefit of the Owner's family, to Contractor or to another Owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of ten (10) percent or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor (excluding as the result of changes in ownership or control between an Owner of shares in Contractor and Contractor, members of the Owner's family, or a trust for the benefit of the Owner's family); (iv) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of ten (10) percent or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor that results from changes in ownership or control between an Owner of shares in Contractor and another Owner of shares in Contractor unless Contractor engages a professional manager to oversee this Agreement; (v) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, Transfer station) used by Contractor to fulfill its obligations under this Agreement; and, (vi) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

Contractor acknowledges that this Agreement involves rendering a vital service to Authority's residents and businesses, and that Authority has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Recyclable Materials, Organic

Materials, Solid Waste, and C&D management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to Authority under this Agreement. Authority has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests Authority's consideration of and consent to an assignment, Authority may deny or approve such request in its sole and complete discretion. No request by Contractor for consent to an assignment need be considered by Authority unless and until Contractor has met the following requirements. The Authority may, in its sole discretion, waive one (1) or more of these requirements.

- A. On the date Authority approves Contractor's written request for the Authority's written consent to an assignment and the assignment occurs, Contractor shall pay the Authority a transfer fee in the amount of one (1) percent of the Gross Receipts for the most-recently completed Rate Period.
- B. Contractor shall pay Authority its actual expenses for attorneys', consultants', accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. Such payment shall be required regardless of the ultimate determination of the Authority with regard to the approval or denial of the assignment. Upon submittal of Contractor's request for assignment to Authority, Contractor shall submit an initial deposit of one hundred thousand dollars (\$100,000) for this purpose.
- C. Contractor shall furnish Authority with reviewed financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.
- D. Contractor shall furnish Authority with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Recyclable Materials, Organic Materials, Solid Waste, and C&D management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State or local contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal or local waste management laws and that the assignee has provided the Authority with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the Collection, Transportation, Processing and Disposal of Recyclable Materials, Organic Materials, Solid Waste including Hazardous Waste, and C&D; and, (v) that any other information required by Authority demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
- E. Contractor shall provide the Authority with any and all additional records or documentation which, in the Authority Contract Manager's sole determination, would facilitate the review of the proposed assignment.

Under no circumstances shall any proposed assignment be considered by Authority if Contractor is in default at any time during the period of consideration. If, in the Authority's sole determination, there is

any doubt regarding the compliance of the Contractor with the Agreement, Authority may require conduct of a performance review and audit of the Contractor's compliance and the costs of such performance review and audit shall be paid by Contractor in advance of the conduct of said performance review and audit.

12.7 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

12.8 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

12.9 NOTICE PROCEDURES

All notices, demands, requests, proposals, approvals, consents, and other communications, which this Agreement requires, authorizes, or contemplates, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to Authority:

West Valley Solid Waste Management Authority
Attn: Executive Director
590 Ygnacio Road, Suite 105
Walnut Creek, CA 94596

with copy to:

West Valley Solid Waste Management Authority
Attn: Authority Counsel
LOGAN & POWELL, LLP
15466 Los Gatos Blvd., Suite 109
Los Gatos, CA 95032

If to Contractor:

Adam Gooderham
Division Vice President
West Valley Collection & Recycling, LLC
1333 Old Oakland Road
San Jose, CA 95112

With copy to:

Waste Connections, Inc.
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that notice has been deposited in the mail, however such email notification shall not constitute official notice.

12.10 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the “Authority” shall mean the Authority’s elected body and all actions to be taken by Authority except as provided below. The Authority may delegate, in writing, authority to the Authority Contract Manager and/or to other Authority officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform Authority in writing of such designation and of any limitations upon his or her authority to bind the Contractor. Authority may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to Authority.

ARTICLE 13. MISCELLANEOUS AGREEMENTS

13.1 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

13.2 SECTION HEADINGS

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

13.4 AMENDMENTS

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

13.5 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.6 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

13.7 EXHIBITS

Each of the Exhibits identified as Exhibit "A" through "I" is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Santa Clara County, California on the day and year first above written.

**West Valley Solid Waste Management Authority
"AUTHORITY"**

**West Valley Collection & Recycling, LLC
"CONTRACTOR"**

By: Waste Connections of California, Inc., as Manager

Authority Board Chair

Signature

Date

Date

Adam Gooderham
Print Name of Signatory

APPROVED AS TO FORM:

Print Name of Signatory

Vice President Deputy General Counsel
Title of Signatory

Authority Attorney Date

ATTEST:

Secretary of the Board Date

**EXHIBIT A:
DEFINITIONS**

EXHIBIT A DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

"Abandoned Waste" means Bulky Items which have been abandoned in the public right of way or on Member Agency property, excluding materials generated at homeless encampments and incidental litter.

"AB 1826" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 341" means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 939" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

"Affiliate" means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interest or common management. They shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a business in which Contractor has a direct or indirect Ownership interest; (ii) a business that has a direct or indirect Ownership interest in Contractor; and/or, (iii) a business that is also Owned, controlled, or managed by any business or individual that has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, "Ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph, and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value that the ownership interest represents.

"Agreement" means this Agreement between Authority and Contractor, including all exhibits, and any future amendments hereto.

"Alternative Daily Cover" or "ADC" means Disposal Facility cover material, other than Compostable material and at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odors, blowing litter, and scavenging, as defined in 20690 of Title 27 of the California Code of Regulations.

"Alternative Intermediate Cover" or "AIC" has the same meaning as in 27 CCR Section 20700 of Title 27 of the California Code of Regulations.

EXHIBIT A DEFINITIONS

“Appliances” means discarded household Appliances such as refrigerators, stoves, clothing washers and dryers, water heaters, dishwashers, and similar items discarded by Residential Generators.

“Applicable Law” means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

“Approved Construction and Demolition Debris Processing Facility” means a CALGreen-compliant facility used to Process C&D. This includes the Zanker Materials Processing Facility, owned and operated by GreenWaste Recovery Incorporated, at 675 Los Esteros Road, San Jose, California, the Zanker Road Landfill, owned and operated by GreenWaste Recovery Incorporated, at 705 Los Esteros Road, San Jose, California, the Newby Island Resource Recovery Park, owned and operated by Republic Services Inc., at 1601 Dixon Landing Road, Milpitas, California, or the Premier Recycling Materials Recovery Facility, at 260 Leo Ave, San Jose, California, which were selected by Company and approved by the Authority in writing.

“Approved E-Waste Drop-Off Facility” means GreenWaste Recovery, 575 Charles Street, San Jose.

“Approved Facility(ies)” means any one (1) of or any combination of the Approved Recyclable Materials Processing Facility, Approved Organic Materials Processing Facility, Approved E-Waste Drop-off Facility, and Approved Construction and Demolition Debris Processing Facility, each of which are defined in this Exhibit A.

“Approved Organic Materials Processing Facility” means the facility designated and approved by the Authority for the receipt, Processing, and Transfer of the Organic Materials Collected under the terms of this Agreement. As of the Effective Date, the Z-Best Composting Facility at 980 State Highway 25, Gilroy, California, owned and operated by GreenWaste Recovery, LLC is the Approved Organic Materials Processing Facility.

“Approved Processing Facility(ies)” means any one of or any combination of the: Approved Recyclable Materials Processing Facility, Approved Construction and Demolition Debris Processing Facility, or Approved Organic Materials Processing Facility.

“Approved Recyclable Materials Processing Facility” means the facility designated and approved by the Authority for the receipt, Processing, and Transfer of the Recyclable Materials Collected under the terms of this Agreement. As of the Effective Date, the Pacific Recycling Solutions Materials Recovery Facility at 3515 Taylor Drive in Ukiah California, operated by C&S Waste Solutions, and owned by Waste Connections is the Approved Recyclable Processing Facility.

“Approved Transfer Facility” means the facility designated and approved by the Authority for the receipt and Transfer of the Recyclable Materials Collected under the terms of this Agreement. As of the Effective Date, the Garden City Sanitation, at 1080 Walsh Avenue Santa Clara, CA 95050 owned and operated by Garden City Sanitation, Inc. and Pacific Recycling Solutions, at 3515 Taylor Drive, Ukiah, CA 95482 owned and operated by C&S Waste Solutions are the Approved Transfer Facilities.

"Authority" means the West Valley Solid Waste Management Authority and the geographic area of the Member Agencies.

EXHIBIT A DEFINITIONS

“Authority Contract Manager” means the Authority Executive Director, or their designee, who is responsible for the administrative management of this Agreement.

“Back-Haul” means generating and Transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Bin” means a Container with capacity of approximately one (1) to eight (8) cubic yards with a hinged lid and with wheels (where appropriate) that is serviced by a front end-loading Collection vehicle.

“Bulky Item” means discarded Appliances (including refrigerators), furniture, tires, carpets, mattresses, E-Waste, and similar large items that can be handled by two (2) people, weigh no more than one hundred fifty (150) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein defined as Excluded Materials.

“Business Days” mean days during which the Member Agency offices are open to do business with the public.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“Cardboard” means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

“Cart” means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of twenty (20), thirty-two (32), sixty-four (64), or ninety-six (96) gallons (or similar volumes).

“Change in Law” means any of the following events or conditions that has a material and adverse effect on the performance by either Party or any Subcontractor of its respective obligations under this Agreement (except for payment obligations), as defined monetarily in Section 5.9, or on the activities of any Approved Facility in connection with this Agreement:

- A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or
- B. The order or judgment of any Federal, State, or local governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission, or lack of reasonable diligence of Authority or of Contractor (or Subcontractor), whichever is asserting the occurrence of a Change in Law; provided however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission, or lack of reasonable diligence.

EXHIBIT A DEFINITIONS

“Clean Alternative Fuel Vehicle” means a vehicle that runs on any fuel used as the certification fuel in a low-emission vehicle, other than the primary gasoline or diesel fuel used in exhaust emission certification testing pursuant to the California Air Resources Board’s "California Exhaust Emission Standards and Test Procedures for 1988 through 2000 Model Passenger Cars, Light-Duty Trucks and Medium-Duty Vehicles" as incorporated by reference in Title 13, California Code of Regulations, Section 1960.1, or "California Exhaust Emission Standards and Test Procedures for 2001 and Subsequent Model Passenger Cars, Light-Duty Trucks and Medium-Duty Vehicles" as incorporated by reference in Title 13, California Code of Regulations, Section 1961; where low-emission vehicle means any vehicle certified to the transitional low-emission vehicle, low-emission vehicle, ultra-low emission vehicle, super ultra-low emission vehicle, or zero-emission vehicle standards established by the California Air Resources Board as described in Title 13, California Code of Regulations.

“Clean Wood” means wood that is not painted, stained, coated, pressure treated, or chemical treated. Clean Wood may include dimensional lumber, pallets, crates, chop sticks, toothpicks, stir sticks, and wooden utensils. Clean Wood excludes creosote, lumber treated with chromated copper arsenate (CCA), melamine-coated furniture, and manufactured wood products such as plywood, particle board, oriented strand board, and medium-density fiberboard. The Parties agree that materials may be added to or subtracted from this list from time to time by mutual consent. Contractor shall not add or subtract materials to or from this list without approval from the Authority Contract Manager, and such approval shall not be unreasonably withheld. Clean Wood is a subset of Organic Materials.

“Collect or Collection (or any variation thereof)” means the act of Collecting Recyclable Materials, Organic Materials, Solid Waste, Bulky Items, and other material at the place of generation in the Authority.

“Commencement Date” means the date specified in Section 2.1 when Collection, Transportation, and Processing services required by this Agreement shall be provided.

“Commercial or Commercial Business” means a non-Residential Premises including a firm, partnership, proprietorship, joint-stock company, corporation, or association where business activity is conducted including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property that are permitted under applicable zoning regulations and are not the primary use of the property, whether for-profit or nonprofit, strip mall, or industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the exception that Multi-Family is excluded from the definition of Commercial Business for the purposes of this Agreement.

“Commercial Edible Food Generators” has the same meaning as in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

“Compactor” means a mechanical apparatus that compresses materials together with the Container that

EXHIBIT A DEFINITIONS

holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include one (1) to seven (7) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and six (6) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles. Contractor shall support Customers in locating options for purchase or lease of Compactors through an outside Vendor(s).

“Complaint” shall mean each written or orally communicated statement made by any Person, whether to Authority, Member Agencies, or Contractor, alleging: (i) non-performance or deficiencies in Contractor’s performance of its duties under this Agreement; or, (ii) a violation by Contractor of this Agreement.

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for Compostability. Compostable Plastic shall be a subset of Organic Materials, if directed by the Authority.

“Composting or Compost (or any variation thereof)” has the same meaning as in 14 CCR Section 17896.2(a)(4) that stated, as of the Effective Date of this Agreement, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or that are separated at a centralized facility.

“Construction and Demolition Debris (C&D)” includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Materials. Construction and Demolition Debris includes rocks, soils, tree remains, and other Yard Trimmings that result from land clearing or land development operations in preparation for construction.

“Container(s)” mean Bins, Carts, Compactors, and Drop Boxes, provided however, that Contractor shall not be required to provide Compactors to Customers, but shall be required to provide Collection service to Customer-provided Compactors, provided that such Customer-provided Compactors are compatible with Contractor’s existing Collection equipment and processes.

“Contamination Processing Fee Notice” means a form developed by Contractor and approved by the Authority Contract Manager to be provided to Customers at Contractor’s cost in accordance with Section 4.18.G.

“Contractor” means West Valley Collection & Recycling, LLC organized and operating under the laws of the State through its officers, directors, employees, agents, companies, Affiliates, subsidiaries, and Subcontractors.

“Contractor’s Compensation” means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8.

“Contractor’s Proposal” means the proposal submitted to Authority by Contractor on August 10, 2022 for provision of Solid Waste, Recyclable Materials, Organic Materials, and C&D Collection services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

“Corrective Action Plan” means the document described in Exhibit F, Section 4 specifying the roles of the Authority and the Contractor in resolving Contractor noncompliance issues with any provision(s) of this

EXHIBIT A DEFINITIONS

Agreement.

“County” means the County of Santa Clara, California.

“Courtesy Collection Notice” means a form developed by Contractor and approved by the Authority Contract Manager to be provided at Contractor’s cost to Generators in accordance with Section 4.18 as applicable to the cause of the courtesy Collection.

“Criminal Activity” means the approval of a plea of nolo contendere or the entry against Contractor or any of its employees of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality, or regulatory agency of competent jurisdiction, based, in the case of any of Contractor’s employees, on acts taken in his or her official capacity on behalf of Contractor with respect to:

- A. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement; or
- B. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency; or
- C. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
- D. Unlawful Disposal of Hazardous Waste or Designated Waste the occurrence of which Contractor knew or should have known; or
- E. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging, and sales and market allocation, and of unfair and anti-competitive trade practices laws, including with respect to inflation of Solid Waste Collection, Transportation, Processing fees, or Disposal Fees; or
- F. Violation of securities laws; or
- G. Felonies or misdemeanors involving moral turpitude.

“Curb or Curbside (or any variation thereof)” means the cornered edging between the street and sidewalk. Curb or Curbside also means and describes the location of a Collection Container for pick-up, where such Container is placed on the street or alley against the face of the Curb or, where no Curb exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property’s entrance.

“Customer” means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises. For purposes of Contractor’s requirement to provide services (other than billing services), “Customer” shall mean an occupied Residential or Commercial Premises.

“Customer Notice” means a Courtney Notice, Non-Collection Notice, or Contamination Fee Notice provided to a Customer.

EXHIBIT A DEFINITIONS

“Customer Type” means the Customer’s sector category including, but not limited to, Single-Family, Multi-Family, Commercial, Drop Box, and Member Agency.

“Designated Disposal Facility” means the Guadalupe Landfill at 15999 Guadalupe Mines Road in San Jose, which is owned and operated by Waste Management of the South Bay, Incorporated, unless the Authority designates, in writing, a different Disposal Facility.

“Designated Facility(ies)” means any one of or any combination of the Designated Disposal Facility and Designated Organic Materials Processing Facility, each of which are defined in this Exhibit A.

“Designated Organic Materials Processing Facility” means the Altamont Covered Aerated Static Pile (CASP) Composting Facility, which is owned and operated by Waste Management of Alameda County, Incorporated, unless the Authority designates, in writing, a different Disposal Facility. For the purposes of delivery location, the Contractor shall deliver material to the Guadalupe Landfill at 15999 Guadalupe Mines Road in San Jose where it shall be Transferred to the Altamont Covered Aerated Static Pile Composting Facility.

“Designated Waste” means non-Hazardous Waste that may pose special Disposal problems because of its potential to contaminate the environment and that may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.

“Discarded Materials” means Organic Materials, Recyclable Materials, C&D, and Solid Waste placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Materials, pursuant to the Member Agencies’ Municipal Codes.

“Disposal or Dispose (or any variation thereof)” means the final disposition of Solid Waste or Processing Residue at a Disposal Facility.

“Disposal Facility” means a landfill or other facility for ultimate Disposal of Solid Waste.

“Divert or Diversion (or any variation thereof)” means to prevent Discarded Materials from Disposal at landfill or transformation facilities (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through Source Reduction, reuse, Recycling, Composting, anaerobic digestion, or other method of Processing, in accordance with the provisions of AB 939 and SB 1383. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs, and/or are for other reasons deemed desirable by the Authority.

“Drop Box” means an open-top Container with a capacity of eight (8) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

“Dwelling Unit” means any individual living unit in a Single-Family dwelling, Multi-Family dwelling, structure or building, mobile home, or motor home located on a permanent site intended for, or capable of being utilized for, Residential living other than a hotel or motel.

EXHIBIT A DEFINITIONS

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes Food Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

“Effective Date” means the date on which the latter of the two Parties signs this Agreement, subject to the provisions of Section 2.2.

“E-Waste” means discarded electronic equipment including, but not limited to, televisions, computer monitors, cathode ray tubes (CRTs), central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

“Excluded Materials” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, toxic substances or material, and waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State, or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor, Authority, or Member Agencies to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Materials does not include used cooking oil or Household Batteries when properly placed for Collection by Customer as set forth in this Agreement.

“Federal” means belonging to or pertaining to the Federal government of the United States.

“Food Recovery” means actions to Collect and distribute food for human consumption that otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery, either directly or through other entities, including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

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“Food Recovery Service” means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

“Food Scraps” means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings, flowers, and other Compostable Organic Waste common to the occupancy of Residential Dwelling Units or Commercial Businesses involved in food production, preparation, or sales. The Parties agree that materials may be added to or subtracted from this list from time to time, by mutual consent. Contractor shall not add or subtract materials to or from this list without approval from the Authority Contract Manager, and such approval shall not be unreasonably withheld. Food Scraps are a subset of Food Waste.

“Food-Soiled Paper” means pre- and post-consumer Compostable paper material that has come in contact with food or liquid such as, but not limited to, Compostable paper plates, paper coffee cups, coffee filters, napkins, pizza boxes, and milk cartons. Food-Soiled Paper is a subset of Food Waste.

“Food Waste” means Source Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of Organic Materials.

“Franchise Fee” means the fee paid by Contractor to the Authority as described in Section 7.1.

“Generator” means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes Discarded Materials to become subject to regulation.

“Gross Rate Revenues” means total Customer billings by the Contractor for the provision of services pursuant to this Agreement, without any deductions.

“Gross Receipts” means total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials.

“Hazardous Substance” means any of the following: (a) any substances defined, regulated, or listed (directly or by reference) as "Hazardous Substances," "Hazardous Materials," "Hazardous Wastes," "toxic waste," "pollutant," "toxic substances," or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other Applicable Law including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products and by-products.

“Hazardous Waste” means any waste that meets the definitions set forth in 22 CCR Section 66261.3, et

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seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste.

“Holidays” are defined as New Year’s Day, Thanksgiving Day, and Christmas Day.

“Household Battery(ies)” means Disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries or other batteries Contractor is prohibited from carrying by Applicable Law. This excludes cell phone batteries and laptop batteries.

“Household Hazardous Waste” or **“HHW”** means Hazardous Waste generated at Residential Premises within the Member Agencies. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil and Filter, batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

“Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

“In-Home Recycling Container” refers to a small, easily portable tote bag with a capacity of at least three (3) gallons to be included by Contractor in the Multi-Family Move-in Kit to facilitate convenient accumulation of Recyclable Materials within a Multi-Family Dwelling Unit.

“Large Event” means an event including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

“Large Multi-Family” means a Multi-Family Premise, used for Residential purposes (regardless of whether residence therein is temporary or permanent), with sixteen (16) or more Dwelling Units, including such Premises when combined in the same building with Commercial Businesses.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than two thousand (2,000) individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common Ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

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“Late Container Delivery Rebate” means the rebate payment to be provided by Contractor to a Customer in accordance with Section 5.12 for failure to deliver one or more Container(s) to a Customer Premises.

“Liquidated Damages” means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit F.

“Member Agency(ies)” means the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos, collectively, and includes all of the territory lying within their boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

“Member Agency Reimbursements” means all payments payable to the Member Agencies identified and referenced in Article 7 of this Agreement, excluding Franchise Fees.

“Missed Collection Rebate” means the rebate payment to be provided by Contractor to a Customer in accordance with Section 5.12 for failure to Collect materials from a Customer Premises.

“Move-in Kit” refers to a pre-prepared and standardized collection of useful items to be given by property managers or Owners of Multi-Family Premises to new Multi-Family tenants upon move-in to a Multi-Family Dwelling Unit. At a minimum, Move-in Kits shall include a Multi-Family Recycling guide and stickers or refrigerator-magnets that clearly define the accepted and prohibited materials in the Recycling program. Contractor shall make In-Home Recycling Containers and kitchen pails available to Multi-Family property managers and Owners upon request at Contractor’s office.

“Move-out Kit” means a pre-prepared and standardized collection of useful items to be given by property managers or Owners of Multi-Family Premises to existing tenants upon move-out from a Multi-Family Dwelling Unit. At a minimum, Move-out Kits shall include a move-out reuse guide to promote donating and reusing slightly used items (e.g., furniture, clothing), as well as other helpful information for Multi-Family residents that are moving out of the complex.

“Mulch” means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of Facilities:
 - 1. A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - 2. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,
 - 3. A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

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“Multi-Family” means any Residential Premises, other than a Single-Family Premises, used for Residential purposes (regardless of whether residence therein is temporary or permanent), with five (5) or more units, including such Premises when combined in the same building with Commercial Businesses. Multi-Family includes Large Multi-Family Premises and Small Multi-Family Premises that receive centralized, shared, Collection service for all units on the Premises. Customers residing in townhouses, mobile homes, condominiums, or other structures who receive individual service shall not be considered Multi-Family.

“Multi-Family Dwelling Unit” means an individual Residential unit of a Multi-Family complex.

“Non-Collection Notice” means a form developed by Contractor and provided to Customers at Contractor’s cost.

“Occupant” means the Person who occupies a Premises.

“Organic Materials” means Yard Trimmings, Food Waste, and Clean Wood, individually or collectively. As of the Effective Date, Organic Materials do not include Compostable Plastic products; however, if requested by the Authority during the Term of the Agreement, Contractor shall Collect Compostable Plastics with the Organic Materials. No Discarded Material shall be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. The Parties agree that materials may be added to or subtracted from the list of Organic Materials from time to time by mutual consent. Contractor shall not add or subtract materials to or from this list without approval from the Authority Contract Manager, and such approval shall not be unreasonably withheld. Organic Materials are a subset of Organic Waste.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

“Overage” means Discarded Materials exceeding the Container's intended capacity such that the Container’s lid is lifted by at least one (1) inch (or would be lifted by at least one (1) inch if there was a lid); or, (ii) Discarded Materials placed on top of or in the immediate vicinity of the Container, excluding allowed Cardboard as permitted in Exhibit B.

“Owner” means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor, or as otherwise defined in 14 CCR Section 18982(a)(57).

“Party or Parties” refers to the Authority and Contractor, individually or together.

“Person(s)” means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal Person.

“Post-Collection Services Agreement” means the “Processing, Transfer, and Disposal Service Agreement” between the Authority and Waste Management of South Bay, Incorporated effective January 1, 2022 through December 31, 2036, unless extended or earlier terminated.

“Post-Collection Services Contractor” means Waste Management of South Bay, Incorporated who is

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under contract to the Authority as provided in the Processing and Disposal Agreement.

“Premises” means any land or building in the Authority where Recyclable Materials, Organic Materials, Solid Waste, or C&D are generated or accumulated.

“Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Discarded Materials including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

“Processing Facility” or “Processing Site” means any plant or site used for the purpose of sorting, cleansing, treating, or reconstituting Recyclable Materials or Reusable Materials for the purpose of making such material available for Recycling or reuse; or the facility for the Processing and/or Composting of Organic Materials.

“Prohibited Container Contaminants” means: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for the Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable Materials and/or Organic Materials to be placed in Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Materials placed in any Container.

“Projected Gross Rate Revenues” means projected Gross Rate Revenues calculated by multiplying the most-recent Customer subscription levels by then-current Rates.

“Public Street” means all Member Agency-owned and maintained paved areas between the normal Curb line of a roadway, including public parking lots, roadway dividers, and medians.

“Push/Pull Charges” means Authority-approved charges associated with the Contractor bringing and/or returning a Commercial Cart or Bin from a location on the Customer’s Premises to the public right-of-way (Push Charge) and/or returning the Container to said Premise (Pull Charge) so that the Container may be serviced.

“Rate” means the maximum amount, expressed as a dollar unit, approved by the Authority that the Contractor may bill a Customer for providing services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period One are presented in Exhibit G2. The Rates approved by Authority are the maximum Rates that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the Authority or ratified by the Authority Contract Manager.

“Rate Adjustment Factor” means the amount determined under Exhibit E1 Section 3 or Exhibit E2 Section 4, whichever applies for a particular Rate Period.

“Rate Period” means a twelve (12) month period, commencing July and concluding June 30, with the exception that Rate Period Zero shall begin on the Commencement Date, and end June 30, 2024 (i.e., four-month period).

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“Recyclable Materials” means those Discarded Materials that the Generators set out in Recyclable Materials Containers for Collection for the purpose of Recycling by the Contractor and that exclude Excluded Materials. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials and Solid Waste. Contractor shall not add or subtract materials to or from this list without approval from the Authority Contract Manager. Recyclable Materials shall include, at a minimum, the following:

- A. Metals: aerosol cans, aluminum foil, aluminum pans, beverage cans, can lids, car parts, doors and screens, electrical motors, food and soup cans, furniture, hangers, keys, lids and caps, nuts and bolts, paint cans, pet food cans, pipes, plumbing fixtures, pots and pans, empty propane tanks, scrap metal, screws and nuts, tools, toys, umbrellas, and utensils.
- B. Paper: aseptic packaging, books, carbonless paper, Cardboard, catalogs, cereal boxes, coffee cups, colored paper, computer paper, construction paper, coupons, egg cartons, envelopes, frozen food boxes, gift wrap, juice boxes, junk mail, magazines, mailers, milk cartons, newspapers (including inserts), office paper, paper bags, clean pizza boxes, shoe boxes, bagged shredded paper, and telephone books.
- C. Plastic: baby wipe containers, baskets, beverage bottles, bleach/ detergent bottles, buckets, coffee cup lids, crates, flowerpots, food containers, furniture, hangers, household cleaner bottles, mouthwash bottles, pet carriers, HDPE pipes, plastics (numbers one (1) through seven (7)), prescription bottles, shampoo bottles, shelving, squeeze bottles, swimming pools, take-out containers, and toys.
- D. Clean Clear Film Plastics: bread bags, bubble wrap, cellophane bags, dry cleaning bags, frozen food bags, newspaper bags, pallet wrap, plastic liners, plastic wrap, produce bags, and shrink wrap.
- E. Glass: clear beverage and food bottles and containers, whole or broken glass from beer bottles, fruit juice bottles, food jars, and wine bottles. Does not include glass bakeware, Pyrex or ceramics.
- F. Miscellaneous: No textiles in Recycle Bin.

“Recycle or Recycling (or any variation thereof)” means the process of sorting, cleansing, treating, and reconstituting, at a Recyclable Materials Processing Facility, materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling includes Processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

“Related-Party Entity” (whether capitalized or not) means any Affiliate that has financial transactions with Contractor pertaining to this Agreement. For the purposes of this Agreement, Related-Party Entities shall include, but are not limited to Pacific Recycling Solutions, Inc. and Garden City Sanitation, Inc.

“Renewable Natural Gas” or **“RNG”** means gas derived from Organic Waste.

“Residential” shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

EXHIBIT A DEFINITIONS

“Residue” or “Residual” means those materials that, after Processing, are Disposed rather than Recycled, Composted, or otherwise recovered due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

“Reusable Materials” means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility and using reuse markets developed by Contractor. Reusable Materials may include, but are not limited to, textiles, furniture, and/or sporting equipment.

“Route” means the designated itinerary or sequence of stops for each segment of the Authority’s Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

“SB 1383” means Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code), establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations or SB 1383 Regulatory” means to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR., as they may be amended.

“SB 1383 Qualified Renewable Natural Gas” or “SB 1383 Qualified RNG” means gas derived from Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

“Self-Haul(er)” means a Person who hauls Discarded Materials, recovered material, or any other material they have generated to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

“Service Level” refers to the size of a Customer’s Container(s) and the frequency of Collection service.

“Service Opportunity” shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer’s location. For example, a Commercial Customer receiving Recyclable Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor’s most recent monthly report to Authority and Member Agencies.

“Single-Family” means of, from, or pertaining to any Residential Premises with one (1) to four (4) units; notwithstanding any contrary definition in the Member Agencies’ Municipal Code, and any detached or attached house or residence designed or used for occupancy by one (1) or two (2) families, provided that Collection service can feasibly be and is provided to such Premises as an independent unit. Customers residing in townhouses, mobile homes, condominiums, or other structures who receive individual service shall be considered Single-Family.

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“Small Multi-Family” means a Multi-Family Premise, used for Residential purposes (regardless of whether residence therein is temporary or permanent), with five (5) to fifteen (15) Dwelling Units, including such Premises when combined in the same building with Commercial Businesses.

“Solid Waste” means Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Materials, C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code, as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container, not Source Separated from Solid Waste at the site of generation.

“Source Reduction” means and refers to the reduction in overall volume of Discarded Materials generated.

“Source Separated” means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

“State” means the State of California.

“Subcontractor” means a Person other than the Contractor, who has been engaged to perform an act that is necessary for, and directly related to, Contractor’s fulfillment of a substantial portion of its obligations for providing service under this Agreement. Notwithstanding any other provision in this Agreement, Vendors providing materials, supplies, or professional services to Contractor shall be considered Subcontractors for any purpose under this Agreement (except as explicitly provided in Section 3.3 of this Agreement). Subcontracted activities would include, but are not limited to, Collection, Processing, Container delivery, and any activity that involves direct contact with Customers or operation of vehicles within the Authority. As of Effective Date, Subcontractors are listed in Exhibit G4.

“Term” means the Term of this Agreement, including extension periods if granted or agreed, as provided for in Article 2.

“Ton” or **“Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds per each Ton where each pound contains sixteen (16) ounces.

“Total Service Opportunities” shall mean the sum of all Service Opportunities in a given time period.

“Transfer” means the act of Transferring the materials Collected by Contractor in its Route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling, Processing, or Disposing of such materials.

“Transportation” or **“Transport”** means the act of conveying Collected materials from one location to another.

“Universal Waste (U-Waste)” means all wastes as defined by 22 CCR Subsections 66273.1 through

EXHIBIT A DEFINITIONS

66273.9. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

“Used Motor Oil and Filter” means used oil fluids for vehicles including motor and engine oil, transmission and hydraulic oil, crankcase and differential oils, lubricating oils for vehicles, and oil filters from automobiles, boats, motorcycles, and light trucks.

“Used Oil Recovery Kit” means a kit containing one (1) reusable plastic jug of at least one (1) gallon capacity with a leak-proof watertight screw-on top to contain used cooking oil and a flyer, brochure, or other informational media approved by the Authority Contract Manager intended to educate Customers about the used cooking oil Collection program and the benefits resulting from the proper handling of used cooking oil. The Used Oil Recovery Kit is to be provided to Single-Family residents.

“Vendor” means a Person who has entered into a contract with Contractor for performance of an act that is necessary for Contractor’s fulfillment of an unsubstantial portion of its obligations for providing service under this Agreement. Vendors include, but are not limited to, printers of public education and outreach materials, document translators, material and supply providers, and professional service providers.

“Working Days” means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

“Yard Trimmings” means those Discarded Materials that will decompose and/or putrefy including, but not limited to, green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in Member Agency legislation for Collection and Processing as Organic Materials under this Agreement. The Parties agree that materials may be added to or subtracted from this list from time to time by mutual consent. Contractor shall not add or subtract materials from this list without approval from the Authority Contract Manager, and such approval shall not be unreasonably withheld. Yard Trimmings does not include items herein defined as Excluded Materials. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection must fit within the Contractor-provided Container.

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**EXHIBIT B:
DIRECT SERVICES**

EXHIBIT B DIRECT SERVICES

The following Exhibits (B1 through B6) describe the programs that, in aggregate, represent the direct services to be performed under this Agreement by the Contractor.

Each of the following Exhibits (B1 through B6) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;
- Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that is more costly to serve (e.g., back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or,
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B6 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

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EXHIBIT B1:
SINGLE-FAMILY RESIDENTIAL SERVICE

EXHIBIT B1

SINGLE-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility.

- Containers:** Carts.
- Container Sizes:** 20, 35-, 65-, and 95-gallons (or comparable sizes approved by the Authority Contract Manager).
- Service Frequency:** One (1) time per week on the same day as Organic Materials and Solid Waste Collection services.
- Service Location:** Curbside. Non-Curbside Collection available for free for those physically unable to use Curbside service, or at an additional charge as described in Section 4.15.C of the Agreement.
- Acceptable Materials:** Recyclable Materials.
- Prohibited Materials:** Solid Waste, Organic Materials, C&D, Excluded Materials.
- Additional Service:** For Single-Family Customers requesting Recyclable Materials Containers beyond one (1), Contractor shall provide the additional Recyclable Materials Carts at Rates approved by the Authority.
- Contractor shall allow Single-Family Customers to place flattened Cardboard (pieces no larger than 4' x 4') adjacent to the Recyclable Materials Cart on their regularly scheduled Collection day at no additional charge to the Customer.
- Other Requirements:** None.

2. Organic Materials Collection

Contractor shall Collect Organic Materials placed in Contractor-provided Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers and Transport all Organic Materials to the Designated Organic Materials Processing Facility.

- Containers:** Carts.
- Container Sizes:** 20-, 35-, 65-, and 95-gallons (or comparable size approved by the Authority Contract Manager).
- Service Frequency:** One (1) time per week on the same day as Recyclable Materials and Solid Waste Collection service.
- Service Location:** Curbside Non-Curbside Collection available for free for those physically unable to use Curbside service, or at an additional charge as described in Section 4.15.C of the Agreement.
- Acceptable Materials:** Organic Materials (including Yard Trimmings, Food Scraps, and Compostable Paper). Contractor shall accept Compostable Plastic unless otherwise directed by Authority Contract Manager.
- Single-Family Customers may place Organic Materials in Compostable Plastic bags

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and then place the bagged Organic Materials into their Organic Materials Carts for Collection.

Organic Materials placed for Collection in Carts may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart.

Prohibited Materials: Recyclable Materials, Solid Waste, C&D, Excluded Materials.

Additional Service: Up to one (1) additional Cart shall be made available for no additional charge upon Customer request for Customers residing in the City of Campbell, the City of Saratoga, or the Town of Los Gatos. Up to two (2) additional Carts shall be made available for no additional charge upon Customer request for Customers residing in the City of Monte Sereno. For Single-Family Customers requesting Organic Materials Containers beyond three (3), Contractor shall provide the additional Organic Materials Carts to Single-Family Customers upon request and may charge at Rates approved by the Authority.

Contractor shall allow Single-Family Customers to place bundled and tied Yard Trimmings of up to thirty-two (32) gallons in volume adjacent to the Organic Materials Cart on their regularly scheduled Collection day at no additional charge to the Customer up to six (6) times per calendar year.

Other Requirements: Contractor shall purchase and distribute one (1) small kitchen pail designed to contain Food Scraps prior to placement in the Customer's Organic Materials Cart to each new Single-Family Customer at no additional charge. Contractor shall also purchase and provide each Single-Family Customer no more than one (1) small kitchen pail annually at no additional charge upon request by Customer and as directed by the Authority Contract Manager.

3. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Solid Waste to the Designated Disposal Facility.

Containers: Carts.

Container Sizes: 20-, 35-, 65-, and 95-gallons (or comparable sizes approved by the Authority Contract Manager) as requested by Customer, or Customer purchased additional Solid Waste Collection bags.

Service Frequency: One (1) time per week on the same day as Recyclable Materials and Organic Materials Collection service.

Service Location: Curbside. Non-Curbside Collection available for free for those physically unable to use Curbside service, or at an additional charge as described in Section 4.15.C of the Agreement.

Acceptable Materials: Solid Waste.

Prohibited Materials: Recyclable Materials, Organic Materials, C&D, and Excluded Materials.

Additional Service: Contractor shall provide additional Solid Waste Carts to Single-Family Customers upon request and may charge the appropriate Rate approved by the Authority.

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Contractor shall accept Household Batteries in the Collection program provided that those batteries have been separately packaged in a sealed fluorescent bag, provided by the Contractor and placed on top of the Solid Waste Cart.

Other Requirements: Contractor shall provide every Single-Family Customer with at least two (2) fluorescent bags per calendar year. Contractor shall deliver fluorescent bags in conjunction with educational mailers as part of Contractor's annual public education and outreach plan approved in accordance with Exhibit C, or other method approved by the Authority Contract Manager.

4. Used Cooking Oil Collection

Contractor shall Collect used cooking oil generated through Residential use placed in a Contractor-provided Used Oil Recovery Kit from Single-Family Customers and shall Recycle all used cooking oil Collected pursuant to this Agreement. Contractor shall provide service at the frequency requested by Customers or Occupants, up to the maximum service frequency.

Containers: Used Oil Recovery Kit.

Container Sizes: One (1)-gallon translucent plastic Containers with screw-on top jugs, and six- (6) mil plastic sealable bags.

Service Frequency: Up to one (1) time per week and up to three (3) gallons per Single-Family Customer per week of used cooking oil on the same day as Solid Waste Collection service.

Service Location: Curbside.

Acceptable Materials: Used cooking oil.

Prohibited Materials: Recyclable Materials, Organic Materials, Solid Waste, C&D, and Excluded Materials.

Additional Service: Not applicable.

Other Requirements: Contractor shall provide a Used Oil Recovery Kit to a Customer upon Customer's request on the Customer's next regularly scheduled Collection day. Upon Collection of used cooking oil from a Customer, Contractor shall leave a clean and empty Used Oil Recovery Kit adjacent to the Recyclable Materials Cart.

Contractor shall Recycle the used cooking oil only with Persons who are authorized by the State of California to Recycle such materials. In the event the used cooking oil Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall Dispose of such materials at Contractor's own cost and expense in accordance with Applicable Law.

Contractor shall notify the Authority Contract Manager of any contamination that renders the used cooking oil unacceptable for Recycling or that requires Disposal as a Hazardous Waste.

Contractor shall keep all used cooking oil Collected pursuant to this Agreement segregated from other materials.

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SINGLE-FAMILY RESIDENTIAL SERVICES

Contractor may refuse to Collect used cooking oil if it is not contained in an approved Used Oil Recovery Kit, provided that Contractor leaves a Non-Collection Notice that explains the reason for non-Collection, and also leaves a clean and empty Used Oil Recovery Kit adjacent to the refused used cooking oil set out. Contractor may refuse to Collect a Used Oil Recovery Kit that contains liquid other than used cooking oil, provided that Contractor leaves a Non-Collection Notice that explains the reason for non-Collection.

5. Bulky Item Collection

Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Single-Family Customers and Transport all Bulky Items and Reusable Materials to the applicable Designated Facility, Approved Facility, or reuse Vendor(s). Contractor shall provide service at the frequency requested by Customers or Occupants, up to the maximum service frequency.

During the first two (2) complete calendar weeks of January each year, Contractor may offer limited Collection of Bulky Items, Reusable Materials, and other materials while offering holiday tree Collection service in accordance with Exhibit B1 Section 6, if needed. Under no circumstances shall the Contractor cease Collection service for Abandoned Waste in accordance with Section 4.7 and Exhibit B4.

- Containers:** Not applicable.
- Service Level:** For each Collection event, up to three (3) cubic yards of Reusable Materials, Recyclable Materials, and Solid Waste; and, up to three (3) Bulky Items of which up to one (1) may be an E-Waste item, and two (2) may be an Appliance.
- Service Frequency:** Upon Customer or Occupant request, up to three (3) times per calendar year per Single-Family Customer at no additional cost to the Customer.
- Additional on-call service upon Customer or Occupant request at Rates approved by the Authority.
- Service Location:** Curbside, in front of each individual Premises, or other location on or adjacent to Customer's Premises, as arranged by Customer and Contractor, to reduce safety concerns of Collecting Bulky Items along busy streets.
- Acceptable Materials:** Reusable Materials, Bulky Items, Source Separated Recyclable Materials, Source Separated Yard Trimmings, clean unfinished wood, Solid Waste, and E-Waste.
- Prohibited Materials:** Food Scraps, Hazardous Materials, liquids, sludge, rocks, cement, dirt, bundled wood exceeding five (5) feet in length or wood that is painted or stained, abandoned automobiles, automobile batteries, commercial tires, Excluded Materials, Infectious Waste, or any single item (e.g., large auto parts) that exceeds one hundred fifty (150) pounds in weight, excluding Appliances (unless Customer has paid an additional fee for service).
- Additional Service:** Contractor shall Collect additional acceptable materials (as described herein) that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rate approved by the Authority for such additional material Collected.
- Other Requirements:** Contractor shall design the Bulky Item Collection program to include the

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participation of reuse Vendor(s) to accept donated clothes or other reusable items and to Recycle or Divert as much of the material as possible. Mattresses shall be delivered to a recycler. Contractor shall not Dispose of materials Collected through the Bulky Item Collection program unless the materials cannot be Diverted. Contractor shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle; and if none of the other options are practicable, (4) Dispose.

Appliances and E-Waste items shall be reused, Recycled, or Disposed by Contractor in accordance with requirements of Applicable Law and in accordance with the State Department of Toxic Substance Controls regulations. In the event Contractor Collects Appliances that contain freon, Contractor shall handle such Appliances in a manner that the Appliances are not subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

If Contractor determines that material placed for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Facility, handled at the Processing Sites, or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.18 of this Agreement.

6. Holiday Tree Collection

Contractor shall Collect holiday trees from all Single-Family Customers annually to supplement but not replace the Collection program offered by youth programs (including but not limited to the Boy Scouts) in the Authority. Contractor's Collection of holiday trees shall begin at the Customer's Curbside during the first Monday in January and end on the first regularly scheduled Organic Materials Collection day of February for each specific Route. Contractor shall publicize to Customers that the holiday tree Collection service is available from the first Monday in January until the first regularly scheduled Organic Materials Collection day of the last week of February for each specific Route. On the first regularly scheduled Organic Materials Collection day of February for each specific Route, Contractor shall offer a courtesy Collection of holiday trees for Customers who did not receive a holiday tree Collection in January. Holiday trees shall be routed consistent with Organic Materials Collection Routes and shall be Collected on the Customer's regular Collection day.

Holiday trees shall be delivered to the Approved Facility(ies) where they will be used to produce Mulch or Diverted from landfill Disposal in an alternative manner to count as Diversion in accordance with the AB 939 and SB 1383, with the exception that holiday trees may not be used as ADC, AIC, or for transformation fuel without prior written approval from the Authority Contract Manager. Trees that are flocked and contain tinsel and/or other decorations may not be Collected for Diversion purposes but shall be Collected and Disposed by Contractor.

Holiday tree Collection services shall be provided at no additional cost to the Authority or the Customer. Contractor may require that holiday trees be cut into sections no greater than six (6) feet.

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SINGLE-FAMILY RESIDENTIAL SERVICES

7. Drop Boxes and Compactors

Contractor shall allow for a Single-Family Customer to use a Drop Box for temporary Collection to meet the Customer's needs. In such case, Contractor shall provide Customer with a choice of Container capacities ranging from eight (8) to forty (40) cubic yards with lids and covers. Contractor shall provide Drop Box Containers. Contractor shall ensure that Drop Boxes containing putrescible materials are Collected at least one (1) time per week. Contractor shall ensure the designated pick-up area shall be in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.

**EXHIBIT B2:
MULTI-FAMILY RESIDENTIAL SERVICES**

EXHIBIT B2

MULTI-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Multi-Family Customers and shall Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

Containers: Carts, Bins.

Container Sizes: 35-, 65-, and 95-gallon (or comparable size Carts approved by the Authority Contract Manager); and,

1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Bins. As requested by Customer.

Contractor shall provide Customer with a choice of Container capacities ranging from eight (8) to forty (40) cubic yards. Contractor shall offer the Customer the option to purchase or lease Compactors through either the Contractor or an outside Vendor.

Service Frequency: Up to five (5) times per week, as scheduled by Customer, but not less than one (1) time per week.

Service Location: Curbside, enclosure, or other location agreed upon by Customer and Contractor. Authority-approved charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall ensure the designated pick-up area for Drop Boxes and Compactors are in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.

Acceptable Materials: Recyclable Materials.

Prohibited Materials: Organic Materials, Solid Waste, C&D, Excluded Materials.

Additional Service: Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.

Other Requirements: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers and may charge Authority-approved Rates for such service.

Contractor shall provide no less than twenty (20) gallons for each Dwelling Unit.

2. Organic Materials Collection

Contractor shall Collect Organic Materials in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

EXHIBIT B2

MULTI-FAMILY RESIDENTIAL SERVICES

- Containers:** Carts, Bins.
- Container Sizes:** 35-, 65-, and 95-gallon (or comparable size Carts approved by the Authority Contract Manager); and,
1-, 1.5-, 2-, 3-, 4-, and 6-cubic yard Bins, as requested by Customer.
If a Customers with 3-, 4-, or 6-cubic yard Organic Materials Bins are anticipated to be or found to have consistently overweight Bins of such sizes, Contractor shall work with the Customer to provide Collection service in smaller Bins.
Contractor shall provide Customer with a choice of Container capacities ranging from eight (8) to forty (40) cubic yards. Contractor shall offer the Customer the option to purchase or lease Compactors through either the Contractor or an outside Vendor.
- Service Frequency:** Up to five (5) times per week but not less than one (1) time per week (as requested by Customer).
- Service Location:** Curbside, enclosure, or other location agreed upon by Contractor and Customer. Authority-approved charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection vehicle can access from a paved surface. Containers shall be shared by Occupants and centralized.
Contractor shall ensure the designated pick-up area for Drop Boxes and Compactors are in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.
- Acceptable Materials:** Organic Materials (including Yard Trimmings, Food Scraps, and Compostable Paper). Compostable Plastics are acceptable materials unless otherwise directed by Authority Contract Manager.
Multi-Family Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Containers for Collection.
Organic Materials placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin.
- Prohibited Materials:** Recyclable Materials, Solid Waste, C&D, Excluded Materials.
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.
- Other Requirements:** Contractor shall purchase and distribute one (1) small kitchen pail designed to contain Food Scraps prior to placement in the Customer's Organic Materials Cart to each new Multi-Family Dwelling Unit Customer or Occupant at no additional charge.
Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers and may charge Authority-approved Rates for such service.

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MULTI-FAMILY RESIDENTIAL SERVICES

Contractor shall provide no less than ten (10) gallons of Container capacity for every Dwelling Unit.

3. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Designated Disposal Facility. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

Containers: Carts, Bins.

Container Sizes: 35-, 65-, and 95-gallon Carts (or comparable size Carts approved by the Authority Contract Manager); and,

1-, 1.5-, 2-, 3-, 4-, 6-, and 8-cubic yard Bins, as requested by Customer.

Contractor shall provide Customer with a choice of Container capacities ranging from eight (8) to forty (40) cubic yards. Contractor shall offer the Customer the option to purchase or lease Compactors through either the Contractor or an outside Vendor.

Contractor to provide no less than ninety-five (95) gallons of Container capacity for every five (5) Dwelling Units.

Service Frequency: Up to five (5) times per week, but not less than one (1) time per week (as requested by Customer).

Service Location: Curbside, enclosure, or other location agreed up by Contractor and Customer. Authority-approved charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall ensure the designated pick-up area for Drop Boxes and Compactors are in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.

Acceptable Materials: Solid Waste.

Prohibited Materials: Recyclable Materials, Organic Materials, C&D, and Excluded Materials.

Additional Service: Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks ups can be scheduled equating to up to five (5) days per week total service.

Contractor shall accept Household Batteries in the Collection program from Small Multi-Family Premises provided that tenants of Small Multi-Family Premises place Household Batteries in a sealed fluorescent bag, provided by the Contractor, and place on top of a centrally located Solid Waste Container.

Contractor shall accept Household Batteries in the Collection program from Large Multi-Family Premises provided that the Household Batteries are placed in a Contractor-provided Collection Container and placed in a mutually-determined

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MULTI-FAMILY RESIDENTIAL SERVICES

location for Collection.

Other Requirements: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, and/or perform other services as reasonably necessary to access and service Bins, and may charge the Authority-approved Rates for such services.

Contractor shall provide every Multi-Family Customer with at least two (2) fluorescent bags per Multi-Family Dwelling Unit per calendar year. Contractor shall deliver fluorescent bags in conjunction with Diversion opportunity assessments as part of Contractor's annual public education and outreach plan, approved in accordance with Exhibit C, or other method approved by the Authority Contract Manager.

4. Bulky Item Collection

Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Multi-Family Customers and shall Transport all Bulky Items and Reusable Materials to the applicable Designated Facility, Approved Facility, or reuse Vendor(s). Contractor shall provide service at the frequency requested by Customers or Occupants, up to the maximum service frequency.

Containers: Not applicable.

Service Level: Per Multi-Family Dwelling Unit: Up to three (3) cubic yards of Reusable Materials, Recyclable Materials, Yard Trimmings, and Solid Waste; and, up to three (3) Bulky Items of which one (1) may be an E-Waste item.

Service Frequency: Collection provided one (1) time per calendar year per Dwelling Unit on an on-call basis (e.g., a Multi-Family Premises with ten (10) Dwelling Units is entitled to a total of ten (10) total Collection requests per calendar year for the Premises at no charge, regardless of which Dwelling Unit receives the service).

Additional on-call service upon Customer or Occupant request at Rates approved by the Authority.

Service Location: For Small Multi-Family Customers, Contractor shall Collect from a designated location at the Multi-Family Premises mutually agreed upon between Contractor and the Occupant requesting service.

For Large Multi-Family Customers, Contractor shall Collect from a designated location at the Multi-Family Premises mutually agreed upon between Contractor and the property Owner or manager.

Acceptable Materials: Appliances (maximum of two (2) per Dwelling Unit), Reusable Materials, Bulky Items, Source Separated Recyclable Materials, clean unfinished wood, Solid Waste, tires (four (4) per Dwelling Unit; removed from rims) and E-Waste.

Prohibited Materials: Food Scraps, Hazardous Materials, liquids, sludge, rocks, cement, dirt, bundled wood exceeding five (5) feet in length or wood that is painted or stained, abandoned automobiles, automobile batteries, commercial tires, Excluded Materials, Infectious Waste, or any single item (e.g., large auto parts,) that

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MULTI-FAMILY RESIDENTIAL SERVICES

exceeds one hundred fifty (150) pounds in weight, excluding Appliances (unless Customer has paid an additional fee for service).

Additional Service: Contractor shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rate, approved by the Authority, for such additional material Collected.

Other Requirements: Contractor shall design the Bulky Item Collection program to include the participation of reuse Vendor(s) to accept donated clothes or other reusable items and to Recycle or Divert as much of the material as possible. Mattresses shall be delivered to a recycler. Contractor shall not Dispose of materials Collected through the Bulky Item Collection program unless the materials cannot be Diverted. Contractor shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle; and if none of the other options are practicable, (4) Dispose.

Appliances and E-Waste items shall be reused, Recycled, or Disposed by Contractor in accordance with requirements of Applicable Law and in accordance with the State Department of Toxic Substance Controls regulations. In the event Contractor Collects Appliances that contain freon, Contractor shall handle such Appliances in a manner that the Appliances are not subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

If Contractor determines that material placed for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Facility, handled at the Processing Sites, or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.18 of this Agreement.

5. Holiday Tree Collection

Contractor shall Collect holiday trees from all Multi-Family Customers annually to supplement, but not replace, the Collection program offered by youth programs (including by not limited to the Boy Scouts) in the Authority.

For Small Multi-Family Customers, Contractor's Collection of holiday trees shall occur at the Customer's Curbside. For Large Multi-Family Customers, Contractor shall contact the property manager or Owner to arrange for a Collection location. Contractor shall offer to provide Large Multi-Family Customers a Drop Box at no additional cost for holiday tree Collection.

Contractor shall publicize to Customers that the holiday tree Collection service is available from the first Monday in January until the first regularly scheduled Organic Materials Collection day of the last week of February for each specific Route. On the first regularly scheduled Organic Materials Collection day of February for each specific Route, Contractor shall offer a courtesy Collection of holiday trees for Customers who did not receive a holiday tree Collection in January.

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MULTI-FAMILY RESIDENTIAL SERVICES

Holiday trees shall be delivered to the Approved Facility(ies) where they will be used to produce Mulch or Diverted from landfill Disposal in an alternative manner to count as Diversion in accordance with AB 939 and SB 1383, with the exception that holiday trees may not be used as ADC, AIC, or for transformation fuel without prior written approval from the Authority Contract Manager. Trees that are flocked and contain tinsel and/or other decorations may not be Collected for Diversion purposes but shall be Collected and Disposed by Contractor.

Holiday tree Collection services shall be provided at no additional cost to the Authority or the Customer. Contractor may require that Christmas trees be cut into sections no greater than six (6) feet.

6. Move In and Move Out Kits

Contractor shall provide Move-in Kits and Move-out Kits to Multi-Family Customers.

For Large Multi-Family Customers, Contractor shall provide Move-in Kits and Move-out Kits to the property manager or Owner, upon request, for the property manager or Owner to provide to tenants. Contractor shall provide additional Move-in Kits and Move-out Kits annually during Diversion opportunity assessments described in Exhibit C, Section 4.

For Small Multi-Family Customers, Contractor shall provide Move-in Kits upon request of a new tenant, property manager, or Owner. In addition, Contractor shall contact each tenant once per calendar year to notify them of the availability of the Move-out Kits and encourage tenants to contact the Contractor when they would like to receive a Move-out Kit.

7. Multi-Family Container Sharing

Upon approval by the Authority Contract Manager and the Contractor, the Contractor shall permit Multi-Family Customers to share Discarded Materials service with other geographically proximate Multi-Family Customers. Such shared service shall be performed and billed as if it were being provided to a single Customer, with the exception that Contractor shall require all Customers sharing a single service account to identify a "Primary Responsible Party" that will serve as the singular point of contact for communication and billing from Contractor and the Authority, along with a list of all addresses with which the Primary Responsible Party will share service.

**EXHIBIT B3:
COMMERCIAL SERVICES**

EXHIBIT B3 COMMERCIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial Customers and Transport all Recyclable Materials to the Approved Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

Containers: Carts, Bins.

Container Sizes: 35-, 65-, and 95-gallon Carts (or comparable size Carts approved by the Authority Contract Manager); and,

1-, 1.5-, 2-, 3-, 4-, and 6-, and 8-cubic yard Bins, as requested by Customer.

Contractor shall provide Customer with a choice of Drop Box and Compactor capacities ranging from eight (8) to forty (40) cubic yards. Contractor shall offer the Customer the option to purchase or lease Compactors through either the Contractor or an outside Vendor.

Service Frequency: Up to six (6) times per week but not less than one (1) time per week (as requested by Customer).

Service Location: Curbside, enclosure, or location agreed upon by Contractor and Customer at the Commercial Premises. Authority-approved charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall ensure the designated pick-up area for Drop Boxes and Compactors are in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.

Acceptable Materials: Recyclable Materials.

Prohibited Materials: Organic Materials, Solid Waste, C&D, Excluded Materials.

Additional Service: Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.

Other Requirements: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and may charge the Authority-approved Rate for such service.

Contractor to provide no less than sixty-four (64) gallons of Container capacity per week per Commercial Generator with shared service at the Commercial Premises.

2. Organic Materials Collection

Contractor shall Collect Organic Materials placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Organic Materials to the Approved Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

EXHIBIT B3 COMMERCIAL SERVICES

- Containers:** Carts, Bins.
- Container Sizes:** 35-, 65, and 95-gallon (or comparable size Carts approved by the Authority Contract Manager); and,
1-, 1.5-, 2-, 3-, 4-, and 6-cubic yard Bins, as requested by Customer.
If a Customers with 3-, 4-, or 6-cubic yard Organic Materials Bins are anticipated to be or found to have consistently overweight Bins of such sizes, Contractor shall work with the Customer to provide Collection service in smaller Bins.
Contractor shall provide Customer with a choice of Container capacities ranging from eight (8) to forty (40) cubic yards. Contractor shall offer the Customer the option to purchase or lease Compactors through either the Contractor or an outside Vendor.
- Service Frequency:** Up to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week (Monday through Friday).
- Service Location:** Curbside, enclosure, or location agreed upon by Contractor and Customer at the Commercial Premises. Authority-approved charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection vehicle can access from a paved surface.
Contractor shall ensure the designated pick-up area for Drop Boxes and Compactors are in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.
- Acceptable Materials:** Organic Materials (including Yard Trimmings, Food Scraps, Compostable Paper, and Compostable Plastics).
Commercial Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Containers for Collection.
Organic Materials placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin.
- Prohibited Materials:** Recyclable Materials, Solid Waste, C&D, Excluded Materials.
- Additional Service:** Contractor shall provide additional Organic Materials Collection capacity to Commercial Customers upon request and may charge the appropriate Rate approved by the Authority. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
- Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and may charge the Authority-approved Rate for such service.
Contractor to provide no less than ten (10) gallons of Container capacity per week

EXHIBIT B3 COMMERCIAL SERVICES

per Commercial Generator with shared service at the Commercial Premises.

3. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Designated Disposal Facility. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency.

Containers: Carts, Bins.

Container Sizes: 35-, 65-, and 95-gallon Carts (or comparable size Carts approved by the Authority Contract Manager); and,

1-, 1.5-, 2-, 3-, 4-, and 6-, and 8-cubic yard Bins, as requested by Customer.

Contractor shall provide Customer with a choice of Container capacities ranging from eight (8) to forty (40) cubic yards. Contractor shall offer the Customer the option to purchase or lease Compactors through either the Contractor or an outside Vendor.

Service Frequency: Up to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week (Monday through Friday).

Service Location: Curbside, enclosure, or location agreed upon by Contractor and Customer at the Commercial Premises. Authority-approved charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall ensure the designated pick-up area for Drop Boxes and Compactors are in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.

Acceptable Materials: Solid Waste.

Prohibited Materials: Recyclable Materials, Organic Materials, C&D, Excluded Materials.

Additional Service: Contractor shall provide additional Solid Waste Collection capacity to Commercial Customers upon request and may charge the appropriate Rate approved by the Authority. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.

Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

Other Requirements: Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and may charge the Authority-approved Rate for such service.

EXHIBIT B3 COMMERCIAL SERVICES

Contractor to provide no less than twenty (20) gallons of Container capacity per week per Commercial Generator with shared service at the Commercial Premises.

4. Commercial Container Sharing

Upon approval by the Authority Contract Manager and the Contractor, the Contractor shall permit Commercial Customers to share Discarded Materials service with other geographically-proximate Commercial Customers. Such shared service shall be performed and billed as if it were being provided to a single Customer, with the exception that Contractor shall require all Customers sharing a single service account to identify a "Primary Responsible Party" that will serve as the singular point of contact for communication and billing from Contractor and the Authority, along with a list of all addresses with which the Primary Responsible Party will share service.

**EXHIBIT B4:
MEMBER AGENCY SERVICES**

EXHIBIT B4 MEMBER AGENCY SERVICES

1. Commercial Customer Services to Member Agency Facilities

Contractor shall Collect Organic Materials, Recyclable Materials, and Solid Waste from Member Agency facilities in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all existing Member Agency facilities identified in Exhibit B4, as well as any future Member Agency facilities established after the Commencement Date, in the Container sizes and at the frequency requested by the Member Agencies. The cost of providing such service shall be an allowable cost of business, included in the adjustment of Rates as described in Exhibit E.

Contractor shall work with the Member Agencies to ensure that each Member Agency facility (including but not limited to public spaces such as parks) receives service that adequately meets the generation needs of that facility. Contractor shall ensure that all Member Agency facility Service Levels are reviewed and updated every three (3) years during the Term.

2. List of Member Agency Facilities

Contractor will Collect Recyclable Materials, Organic Materials, and Solid Waste from Member Agency facilities (including parks) in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all Member Agency facilities, present and future, at no additional cost to the Member Agency. However, such costs shall be allowable during cost-based Rate adjustments pursuant to Exhibit E2. Contractor shall provide special event services pursuant to Section 4.8 of the Agreement. Listed below are the current and planned Member Agency facilities to receive Collection services.

Contractor shall provide Solid Waste, Recyclable Materials, and Organic Materials Collection services to the Member Agencies' public facilities, parks, public litter cans, and public Recycling and Organics cans as listed below. The Member Agency may, at any time, modify the service requirements to increase the volume Collected or the frequency of Collection, and add locations serviced.

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EXHIBIT B4 MEMBER AGENCY SERVICES

City of Campbell					
Location/Facility Name	Address	Solid Waste	Recyclable Materials	Organic Materials	Drop Box On Call
City Hall	70 N. First Street	1 x 3 yard 3x/week			
Community Center	1 W. Campbell Avenue	2 x 3 yard 2x/week			1 x 18 Yard 1 x 30 Yard
Corporation Yard	290 Dillon Avenue				1 x 18 Yard 1 x 30 Yard

Town of Los Gatos					
Location/Facility Name	Address	Solid Waste	Recyclable Materials	Organic Materials	Drop Box On Call
Police Department	110 E. Main Street	1 x 3 yard 3x/week			
Recreation Center	123 E. Main Street	1 x 2 yard 1x/week			
Neighborhood Center	Main Street & Fiesta	1 x 2 yard 3x/week			
Museum	4 W. Main Street	1 x 1.5 yard 1x/week			
Corporation Yard	41 Miles Avenue				1 x 18 Yard 1 x 30 Yard
Oak Meadows Park	233 Blossom Hill Road				1 x 18 Yard 1 x 30 Yard

City of Monte Sereno					
Location/Facility Name	Address	Solid Waste	Recyclable Materials	Organic Materials	Drop Box On Call
City Hall	18041 Saratoga Los Gatos Road				

City of Saratoga					
Location/Facility Name	Address	Solid Waste	Recyclable Materials	Organic Materials	Drop Box On Call
City Hall	13777 Fruitvale Avenue	1 x 3 yard 3x/week			
Senior Center	19655 Allendale Avenue	1 x 3 yard 3x/week			
Museum	20460 Saratoga-Los Gatos Road	2 x 1.5 yard 1x/week			
Corporation Yard	Allendale Avenue				1 x 18 Yard

3. Public Litter Module Service

Contractor shall provide Collection, Transportation, and Processing or Disposal service to all public litter modules in place or placed by the Member Agencies on sidewalks, at bus stops, in parks, and other Member Agency properties as set forth in Exhibit B4 during the Term of this Agreement. Frequency of Collection may be designated by the Member Agency, not to exceed seven (7) times per week per public litter module.

In the event that public litter modules are designed and able to separately contain Source Separated Recyclable Materials and/or Source Separated Organic Materials, Contractor shall Process such materials in accordance with Sections 4.1 and 4.2 of the Agreement and shall not commingle such materials with

EXHIBIT B4 MEMBER AGENCY SERVICES

Solid Waste. In the event Organics and/or Recycling Collection is to be added, Contractor shall submit a proposal for a change in scope consistent with the requirements of Section 3.5.

Listed below are the current and planned Member Agency public litter modules to receive Collection services.

City of Campbell		
Location/Facility Name	Address	Service Level
Bus stop	Bascom Avenue & Campbell Avenue	1 can 3x/week
Bus stop	Bascom Avenue & Campbell Avenue	1 can 3x/week
Bus stop	Bascom Avenue & Campbell Avenue	1 can 3x/week
Bus stop	Budd Avenue & Winchester Boulevard	1 can 3x/week
Bus stop	Campbell Avenue & Winchester Boulevard	1 can 3x/week
Bus stop	Campbell Avenue & Winchester Boulevard	1 can 3x/week
Bus stop	Civic Center Drive & Central Avenue	1 can 3x/week
Bus stop	Hamilton Avenue & Winchester Boulevard	1 can 3x/week
Bus stop	Hamilton Avenue & Winchester Boulevard	1 can 3x/week
Bus stop	Hamilton Avenue & Winchester Boulevard	1 can 3x/week
Bus stop	Hamilton Avenue & Winchester Boulevard	1 can 3x/week
Bus stop	Orchard City Drive & Central Avenue	1 can 3x/week
Public litter can	1265 Burrows Road	1 can 3x/week
Public litter can	175 E. Campbell Avenue	1 can 3x/week
Public litter can	1800 Winchester Boulevard	1 can 3x/week
Public litter can	1825 Winchester Boulevard	1 can 3x/week
Public litter can	1976 Bascom Avenue	1 can 3x/week
Public litter can	2020A E. Campbell Avenue	1 can 3x/week
Public litter can	2071 Winchester Boulevard	1 can 3x/week
Public litter can	2120 Winchester Boulevard	1 can 3x/week
Public litter can	2157 Winchester Boulevard	1 can 3x/week
Public litter can	2270 Bascom Avenue	1 can 3x/week
Public litter can	2523 Winchester Boulevard	1 can 3x/week
Public litter can	276 E. Campbell Avenue	1 can 3x/week
Public litter can	347 E. Campbell Avenue	1 can 3x/week
Public litter can	360 E. Campbell Avenue	1 can 3x/week
Public litter can	378 E. Campbell Avenue	1 can 3x/week
Public litter can	415 E. Campbell Avenue	1 can 3x/week
Public litter can	566 E. Campbell Avenue	1 can 3x/week
Public litter can	Bascom Avenue & Campisi Way	1 can 3x/week
Public litter can	Bascom Avenue at Hamilton Plaza	1 can 3x/week
Public litter can	Budd Avenue at 7-11	1 can 3x/week
Public litter can	Across from 1265 Burrows Road	1 can 3x/week
Public litter can	E. Campbell Avenue & Union Avenue	1 can 3x/week
Public litter can	E. Campbell Avenue at Ainsley Park	1 can 3x/week
Public litter can	E. Campbell Avenue at Bank of America	1 can 3x/week
Public litter can	E. Campbell Avenue at Bradley Video	1 can 3x/week
Public litter can	E. Campbell Avenue at Subway	1 can 3x/week
Public litter can	E. Campbell Avenue at Subway	1 can 3x/week
Public litter can	E. Campbell Avenue between Dillon Avenue & Poplar Avenue	5 cans 3x/week
Public litter can	Hamilton Avenue at Winchester Plaza	1 can 3x/week
Public litter can	Pollard Road & Bracebridge Court	1 can 3x/week
Public litter can	Winchester Boulevard & Friar Way	1 can 3x/week
Public litter can	Winchester Boulevard at Community Center	1 can 3x/week
Public litter can	Winchester Boulevard at Safeway	1 can 3x/week
Public litter can	Winchester Boulevard at Winchester Hardware	1 can 3x/week
Public litter can	Winchester Boulevard at Woolworth Garden	1 can 3x/week
Public litter can	W. Campbell Avenue & Kim Louise Drive	1 can 3x/week
Public litter can	W. Hamilton Avenue & Llewellyn Avenue	1 can 3x/week

EXHIBIT B4 MEMBER AGENCY SERVICES

Town of Los Gatos		
Location/Facility Name	Address	Service Level
Bus stop	131 E. Main Street	1 can 3x/week
Bus stop	230 University Avenue	1 can 3x/week
Bus stop	291 E. Main Street	1 can 3x/week
Bus stop	300 E. Main Street	1 can 3x/week
Bus stop	316 N. Santa Cruz Avenue	1 can 3x/week
Bus stop	332 N. Santa Cruz Avenue	1 can 3x/week
Bus stop	333 N. Santa Cruz Avenue	1 can 3x/week
Bus stop	375 Knowles Drive	1 can 3x/week
Bus stop	440 N. Santa Cruz Avenue	1 can 3x/week
Bus stop	5157 Union Avenue	1 can 3x/week
Bus stop	555 Knowles Drive	1 can 3x/week
Bus stop	657 N. Santa Cruz Avenue	1 can 3x/week
Bus stop	664 N. Santa Cruz Avenue	1 can 3x/week
Bus stop	80 University Avenue	1 can 3x/week
Bus stop	815 Pollard Road	1 can 3x/week
Bus stop	E. Main Street at Civic Center	1 can 3x/week
Bus stop	E. Main Street at Police Station	1 can 3x/week
Bus stop	Lark Avenue and Oka Road	1 can 3x/week
Bus stop	Lark Avenue and Oka Road	1 can 3x/week
Bus stop	Los Gatos-Almaden Road & National Avenue	1 can 3x/week
Bus stop	Los Gatos-Almaden Road & Peach Blossom Lane	1 can 3x/week
Bus stop	Los Gatos-Almaden Road & Verde Court	1 can 3x/week
Bus stop	Los Gatos Boulevard at Anderson Chevy	1 can 3x/week
Bus stop	Los Gatos Boulevard at New Town	1 can 3x/week
Bus stop	Los Gatos Boulevard at Village Square	1 can 3x/week
Bus stop	Across from 371 Los Gatos Boulevard	1 can 3x/week
Bus stop	Los Gatos Boulevard at Calvary Church	1 can 3x/week
Bus stop	Los Gatos-Saratoga Road & Montgomery Street	1 can 3x/week
Bus stop	Winchester Boulevard at AAA	1 can 3x/week
Bus stop	Winchester Boulevard at Elks Parking Lot	1 can 3x/week
Bus stop	100 S. Santa Cruz Avenue	1 can 3x/week
Public litter can	100 W. Main Street	1 can 3x/week
Public litter can	101 W. Main Street	1 can 3x/week
Public litter can	101 S. Santa Cruz Avenue	1 can 3x/week
Public litter can	105 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	130 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	133 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	137 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	14 E. Main Street	1 can 3x/week
Public litter can	145 W. Main Street	1 can 3x/week
Public litter can	150 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	151 N. Santa Cruz Avenue	1 can 3x/week

EXHIBIT B4 MEMBER AGENCY SERVICES

Town of Los Gatos (Continued)		
Location/Facility Name	Address	Service Level
Public litter can	15695 Los Gatos Boulevard	1 can 3x/week
Public litter can	15780 Los Gatos Boulevard	1 can 3x/week
Public litter can	15951 Los Gatos Boulevard	1 can 3x/week
Public litter can	16 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	160 W. Main Street	1 can 3x/week
Public litter can	1990 Los Gatos-Almaden Road	1 can 3x/week
Public litter can	2 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	20 Park Avenue	1 can 3x/week
Public litter can	20 S. Santa Cruz Avenue	1 can 3x/week
Public litter can	201 N. Santa Cruz	1 can 3x/week
Public litter can	204 Los Gatos Boulevard	1 can 3x/week
Public litter can	207 Los Gatos Boulevard	1 can 3x/week
Public litter can	208 Bachman Avenue	1 can 3x/week
Public litter can	208 Bachman Avenue	1 can 3x/week
Public litter can	208 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	21 E. Main Street	1 can 3x/week
Public litter can	21 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	224 E. Main Street	1 can 3x/week
Public litter can	227 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	236 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	244 E. Main Street	1 can 3x/week
Public litter can	27 E. Main Street	1 can 3x/week
Public litter can	301 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	34 E. Main Street	1 can 3x/week
Public litter can	37 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	40 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	420 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	470 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	49 E. Main Street	1 can 3x/week
Public litter can	51 N. Santa Cruz Avenue	1 can 3x/week
Public litter can	51 University Avenue	1 can 3x/week
Public litter can	51 University Avenue	1 can 3x/week
Public litter can	51 University Avenue	1 can 3x/week
Public litter can	51 University Avenue	1 can 3x/week
Public litter can	51 University Avenue	1 can 3x/week
Public litter can	51 University Avenue	1 can 3x/week
Public litter can	55 N. Santa Cruz	1 can 3x/week
Public litter can	55 N. Santa Cruz	1 can 3x/week
Public litter can	61 E. Main Street	1 can 3x/week
Public litter can	7 Montebello Way	1 can 3x/week
Public litter can	88 W. Main Street	1 can 3x/week
Public litter can	9 N. Santa Cruz	1 can 3x/week
Public litter can	E. Main Street & High School Court	1 can 3x/week
Public litter can	E. Main Street & High School Court	1 can 3x/week

EXHIBIT B4 MEMBER AGENCY SERVICES

City of Saratoga		
Location/Facility Name	Address	Service Level
Bus stop	14363 Saratoga Avenue	1 can 3x/week
Bus stop	Saratoga Avenue at Federated Church	1 can 3x/week
Bus stop	Saratoga Avenue & Seagraves Way	1 can 3x/week
Bus stop	Big Basin Way at Corinthian Corners	1 can 3x/week
Bus stop	Prospect Road at High School	1 can 3x/week
Bus stop	Saratoga Avenue and Cox Avenue	1 can 3x/week
Bus stop	Saratoga-Los Gatos Road & Oak Street	1 can 3x/week
Bus stop	Saratoga-Sunnyvale Road & Blauer Drive	1 can 3x/week
Bus stop	Saratoga-Sunnyvale Road & Prospect Road	1 can 3x/week
Public litter can	14288 Big Bason Way	1 can 3x/week
Public litter can	14429 Big Bason Way	1 can 3x/week
Public litter can	14445 Big Bason Way	1 can 3x/week
Public litter can	14471 Big Bason Way	1 can 3x/week
Public litter can	14495 Big Bason Way	1 can 3x/week
Public litter can	14500 Big Bason Way	1 can 3x/week
Public litter can	14501 Big Bason Way	1 can 3x/week
Public litter can	14510 Big Bason Way	1 can 3x/week
Public litter can	14510 Big Bason Way	1 can 3x/week
Public litter can	14523 Big Bason Way	1 can 3x/week
Public litter can	14531 Big Bason Way	1 can 3x/week
Public litter can	14550 Big Bason Way	1 can 3x/week
Public litter can	14554 Big Bason Way	1 can 3x/week
Public litter can	14555 Big Bason Way	1 can 3x/week
Public litter can	14567 Big Bason Way	1 can 3x/week
Public litter can	14572 Big Bason Way	1 can 3x/week
Public litter can	14573 Big Bason Way	1 can 3x/week
Public litter can	14583 Big Bason Way	1 can 3x/week
Public litter can	Big Bason Way & 3rd Street	1 can 3x/week
Public litter can	Big Bason Way & 4th Street	1 can 3x/week
Public litter can	Bid Bason Way at Bank of America	1 can 3x/week
Public litter can	Bid Bason Way at Drug Store	1 can 3x/week
Public litter can	Bid Bason Way at Saratoga Village Court	1 can 3x/week
Public litter can	Bid Bason Way at Saratoga Village Court	1 can 3x/week
Public litter can	Saratoga Avenue at Post Office	1 can 3x/week
Public litter can	Saratoga-Sunnyvale Road at Saratoga High School	2 cans 3x/week

4. On-Call Clean Up Service

Contractor shall provide Collection and Transportation service for on-call clean-up service requests upon Member Agency request. At each Member Agency's sole option, the Member Agency may direct the Contractor to provide such clean-up capacity in the form of temporary Drop Box service for community events, creek vegetation removal, large clean-up events at locations throughout the Member Agencies, Member Agency Facility Bulky Item Collection, Abandoned Waste Collection, or any other arrangement

EXHIBIT B4 MEMBER AGENCY SERVICES

deemed appropriate. Contractor will provide and Collect a maximum of twenty (20) Drop Box hauls per calendar year at no charge to each Member Agency. The Parties acknowledge that the intent of this program is not to support the ongoing, regular Collection needs associated with new developments in the Member Agencies, but rather to support the Member Agencies through targeted, short-term, clean-up events or Collection service.

Contractor shall, in response to a written request from a Member Agency, deliver to and Collect Drop Boxes from locations not designated as City facilities. The request to Contractor shall specify the date of delivery and Collection of the Drop Box Containers, the location(s) for delivery, and the number of and size of the Drop Box Containers to be delivered. Contractor shall deliver Drop Boxes by the next Working Day following Member Agency request. Contractor shall Collect, empty, and return Drop Boxes by the next Working Day following Member Agency request. Contractor shall remove and not return Drop-Boxes by the next Working Day following Member Agency request.

5. Emergency Services

Contractor shall provide emergency services (i.e., special Collections, Transport, Processing, and Disposal) at the request of the Member Agency in the event of major accidents, disruptions, or natural calamities. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the Member Agency or as soon thereafter as is reasonably practical in light of the circumstances. For any services that exceed the scope of services under this Agreement, Contractor shall be entitled to compensation at the emergency service Rates approved under this Agreement. The Member Agency shall have discretion in the method of such compensation between direct payments by the Member Agency and allowing such costs to be considered in the adjustment of Rates for the following Rate Period.

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**EXHIBIT B5:
SPECIAL EVENTS**

EXHIBIT B5 SPECIAL EVENTS

1. Special Events

Contractor shall provide Recyclable Materials, Organic Materials, and Solid Waste services for up to forty-eight (48) special event days cumulatively for all Member Agencies per calendar year. Examples of special event days are listed on the following page. Special event services will be provided at no cost to the event, Authority, or Member Agency. Special event services include:

- A. Event Collection Stations.** Contractor shall provide and set-up an adequate number and type of event Collection stations for Collection of Recyclable Materials, Organic Materials, and Solid Waste at Member Agency-sponsored special events. Contractor shall cooperate with the recovery of Edible Food from special events in accordance with Section 4.8 and 14 CCR Chapter 12 Section 18991.3. Contractor acknowledges that efforts to recover Edible Food at special events may be conducted by others; and, Contractor agrees not to interfere with such activities.
- B. Collection Station Monitors.** Upon request, Contractor shall provide up to six (6) Collection station monitors who shall be present for the duration of each special event. Contractor shall require Collection station monitors to monitor event Collection stations and educate event attendees and Vendors about the materials that are acceptable in each Collection station Cart. The Member Agency shall be responsible for Transporting materials contained in event Collection stations to Drop Boxes, which will subsequently be Collected by the Contractor. Station monitors will also sort materials, both at the Collection stations and at the Drop Boxes, to ensure that they are properly separated.
- C. Consolidation Containers.** Upon request, Contractor shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event (which shall include consideration of needs of the Vendors for discarded packing materials) as determined by Contractor in cooperation with the event organizer. Contractor shall service Containers, as agreed-upon with the event organizer, and deliver Collected materials to the appropriate Approved Facility for Processing and/or Disposal.
- D. Public Education Booth.** Upon request of either the Member Agency or the event organizer, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor under this Agreement and the benefits of Source Reduction, reuse, Recycling, and Composting.
- E. Reporting.** Within ten (10) Business Days following the end of the event (unless otherwise requested by Member Agency on an event-by-event basis), Contractor shall submit a report to the Member Agency, event organizer, and Authority Contract Manager. The report shall include, at a minimum: the number of event Collection stations deployed at the event; the number of Collection station monitors; the Tonnage of each material type (i.e., Recyclable Materials, Organic Materials, and Solid Waste) Collected; a description of the public education provided at the event; and, any suggestions Contractor proposes for the next event.

Contractor may, at its sole discretion and expense, coordinate with event sponsors, local youth, community, or charitable organizations to provide some or all of the required services. Regardless

EXHIBIT B5 SPECIAL EVENTS

of Contractor’s use of such an organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

For special events that are not identified in this Exhibit B5 or otherwise hosted or sponsored by the Member Agency requested in addition to the allowed forty-eight (48) special event days as described in this section, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

Table 1. Example Special Event Days

City of Campbell		
Special Event	Estimated Annual Date	# of Days
Fun Run	February	1
Fun Run	October	1
Summer Concert Series	Summer	8
Octoberfest	October	2
Boogie Festival	May	2
Town of Los Gatos		
Special Event	Estimated Annual Date	# of Days
Spring into Green	April	1
4th of July	July	1
City of Monte Sereno		
Special Event	Estimated Annual Date	# of Days
City Picnic	August	1
City of Saratoga		
Special Event	Estimated Annual Date	# of Days
Saratoga Blossom Festival	May	1
Classic Car Show	July	1

EXHIBIT B6:
CONSTRUCTION & DEMOLITION MATERIAL COLLECTION

Exhibit B6

Construction & Demolition Material Collection

1. General

Contractor shall Collect C&D from Customers that directly subscribe to its Collection services. Contractor Rates for C&D Collection services shall not exceed the maximum Rate approved by the Authority Contract Manager.

In providing such services, Contractor shall:

- A. Comply with the Member Agency's Construction and Demolition Debris ordinances and regulations.
- B. Educate C&D Customers on the requirement to Source Separate Organic Materials generated during Construction and Demolition projects. Organic Materials shall be Collected separately from other C&D and Transported for Processing to the Approved Organic Materials Processing Facility, unless C&D is delivered to an Approved C&D Processing Facility, upon request by the Customer.
- C. Cause any C&D Processor that is a Subcontractor (including Affiliates) of Contractor to comply with CalRecycle and California Building Standards Code, including Part 11 California Green Building Standards Code (CALGreen) requirements for the Processing and Recycling of C&D including Organic Waste.
- D. Provide in-Person site visits at large C&D Collection Sites within the Authority to train staff on proper sorting for C&D Containers to assist them in achieving Diversion targets as required by California Building Standards Code Part 11 California Green Building Standards Code (CALGreen) requirements.

2. Acceptable Material

Contractor may Collect C&D from construction, remodeling, repair, or demolition operations. C&D may be Source Separated mixed materials or Source Separated individual materials (e.g., wood-only or metal-only loads). C&D may contain only de minimis amounts of Solid Waste generated at the C&D Collection Sites.

3. Transport and Processing

Contractor shall Deliver C&D to an Approved C&D Processing Facility, as agreed upon by the Customer and the Contractor. Contractor shall work with the Customer to determine the best approach to reach CALGreen compliance.

4. Container Types and Collection Frequency

Contractor shall offer Customers various size Drop Boxes for Collection of C&D, subject to review and approval by the Authority Contract Manager. C&D Containers shall conform to all requirements of Section 5.7 of this Agreement. After the Drop Box has been delivered, Contractor shall provide requested Collection of C&D materials within two (2) Working Days of a Customer request.

5. Education Information

Contractor shall provide Customers with Authority Contract Manager approved educational information on best practices for C&D Recycling and reuse and proper separation of materials for Collection as described in Section 4.10. As directed by the Authority Contract Manager, Contractor shall label or install

Exhibit B6

Construction & Demolition Material Collection

signs on Bins and Drop Boxes identifying allowable and non-allowable materials for Collection in the C&D Containers. Signs shall be a minimum size of one (1) foot by two (2) feet and lettering on signs shall be a minimum of three (3) inches high. Permanent or temporary signs shall be affixed to the front and both sides of each Bin and Drop Box.

6. Record Keeping and Reporting

Contractor shall submit C&D Tonnage information and other data pursuant to Exhibit D of the Agreement.

EXHIBIT C:
PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

1. General Administration

- A. Program Objectives.** The public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for Source Reduction, reuse, and landfill Disposal reduction and supporting compliance with Applicable Laws and regulations. Contractor acknowledges that they are part of a multi-Party effort to operate and educate the public about the regional integrated waste management system. Contractor shall cooperate and coordinate with the Authority Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.
- B. Transition Outreach Plan.** Within thirty (30) days of the Effective Date, Contractor shall host a meeting with the Authority Contract Manager to discuss and present options for a transition outreach plan. Such transition outreach plan options shall indicate strategies for providing targeted Customer education and outreach and highlight any changes from the services provided under the previous franchise agreement. Such transition outreach plan shall also ensure that Contractor makes contact with each and every Multi-Family Customer and Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Within ninety (90) days of the Effective Date, Contractor shall provide a finalized transition outreach plan for Authority Contract Manager review and approval. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services in accordance with the transition outreach plan approved by the Authority Contract Manager.
- C. Status Meetings.** Upon request from the Authority Contract Manager, Authority Contract Manager and Contractor's contract manager (or their respective designees) shall meet up to one (1) time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education and outreach plan.
- D. Website.** Contractor shall post all public education and outreach materials on the Authority's website, pursuant to Section 4.13 of the Agreement.
- E. Social Media.** Contractor shall create social media accounts specific to its operations in the Authority. Social media accounts shall be used to post educational materials once per month. Contractor shall use paid, targeted social media advertisements to promote the Collection program. Social media account posts and targeted social media advertisements shall be reviewed and approved by the Authority Contract Manager pursuant to the procedures in this Exhibit.
- F. Additional Materials Request.** A Commercial Business or Multi-Family Premise Owner may request that materials are provided more than once per year to educate new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Premise Owner may request delivery of materials by contacting the Contractor's Customer service department.

2. Annual Public Education and Outreach Plan

- A. General.** Each public education and outreach plan shall comply with the requirements set forth in this Exhibit C. This shall entail, at a minimum, distributing program literature to all Customers at the

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

commencement of the Agreement as well as to any new Customer during the Agreement Term. Contractor shall use multiple media sources including, but not limited to, print, radio, television, electronic and social media, workshops, events, and technical assistance. Transition and ongoing sector-specific collateral materials shall be developed and distributed.

- B. Submission of Annual Public Education and Outreach Plan.** At least ninety (90) days prior to the Commencement Date and by October 1 of each year during the Term of this Agreement, Contractor shall develop and submit an annual public education and outreach plan for review by the Authority Contract Manager. The annual public education and outreach plan shall meet the requirements set forth in this Exhibit C, Section 2. Prior to the submission of the annual public education and outreach plan, Contractor shall meet with the Authority Contract Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to Member Agency-sponsored events) and determine appropriate campaign areas for the upcoming plan. The Authority Contract Manager shall be permitted to provide input on each annual public education and outreach plan, and the plan shall not be finalized or implemented without approval of the Authority Contract Manager. Authority Contract Manager shall be allowed up to thirty (30) calendar days after receipt of the public education plan to review and request modifications. At the direction of the Authority Contract Manager, Contractor shall revise the public education and outreach plan and submit a revised plan for final review and approval by the Authority Contract Manager at least thirty (30) days prior to the Commencement Date and by December 1 of each year during the Term of this Agreement. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit C.
- C. Campaigns.** Each annual public education and outreach plan shall include campaign(s) designed to address Authority-specific problem areas in the Collection program. Campaign descriptions shall:
1. Identify the problem that the Contractor plans to address, including the target audience for the campaign.
 2. List the activities that the Contractor will use to address the identified problem. This may include, but is not limited to, technical assistance, workshops, distribution materials, and partnerships.
 3. Provide a timeline for implementation of the campaign with specific milestones identified.
 4. Establish metrics to determine the campaign's effectiveness.
 5. Provide an estimated cost for each activity outlined in the campaign in relation to the Contractor's total annual public education and outreach budget.

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An example campaign description is provided below for illustrative purposes only.

Problem	Activity	Metrics for Success	Implementation Timeline	Estimated Cost
Complaints regarding kitchen pail program and resulting limited Organic Materials program participation	Distribute kitchen pails to each Occupant living in a Small Multi-Family or Large Multi-Family Premise with instructions on how to use, clean, and care for the kitchen pail.	Conduct a waste characterization study before and after the campaign to determine if tenants in Multi-Family Premises have increased their participation in the Organic Materials program.	Complete distribution by the end of Quarter 2.	\$15,000
	Provide in-Person, technical assistance to tenants. Identify barriers for lack of pail usage through in-Person conversations.		3-4 weeks after the Occupant receives the pail.	\$3,000

D. Minimum Content Standards. The Contractor shall execute the activities of each campaign in the annual public education and outreach plan to ensure compliance with Applicable Law. The minimum content standards for the information distributed through the annual public education plan include:

1. **Collection Programs.** Information on the Collection programs described in this Agreement and the Generator’s requirements to properly separate Discarded Materials and place such materials in appropriate Containers pursuant to this Agreement, SB 1383 Regulations, and all other Applicable Laws.
2. **Edible Food Recovery.** Information about the County’s Edible Food Recovery Collection program; Commercial Edible Food Generators requirements specified in 14 CCR, Division 7, Chapter 12, Article 10; and where a list of Food Recovery Organizations and Food Recovery Services can be found; and, information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.
3. **Tenant and Business Outreach.** Contractor’s approach to providing public education and outreach materials to property Owners and Commercial Business Owners to distribute to all employees, contractors, tenants, and Customers of the properties and businesses.
4. **School Outreach.** Contractor’s approach to providing public education and outreach materials to schools and youth groups.
5. **Large Venues and Events.** Contractor’s approach to providing education and outreach

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

through the public events and venues served under Exhibits B4 and B5 and as required under AB 2176.

6. **Internal Commercial Business Containers.** Signage for internal Recyclable Materials and Organic Materials Containers for applicable Commercial Businesses under AB 827.
 7. **Applicable Law.** Any Federal, State, or local requirements to properly separate Discarded Materials or other necessary actions by Generators, including Applicable Law and corresponding regulations, and requirements of the Member Agencies' municipal codes.
- E. Design, Approval, Production, and Distribution of Materials.** Requirements for production and distribution of public education and outreach materials are as follows:
1. **Material Design and Production.** The Contractor shall be responsible for the design and production of all materials under this program in accordance with this Agreement. Contractor agrees to print, produce, and distribute education materials and conduct outreach, as required by the Authority, as detailed in the Contractor's annual public education plan described in this Exhibit. All outreach and educational materials shall be: thematically branded with consistent color, graphics, font, look, and feel; produced in English and up to three (3) additional languages as the Authority may direct throughout the Term of the Agreement in response to shifting demographics in the Authority); and, photo-oriented to appeal to varied language and literacy levels. Nothing in this Agreement precludes the Authority from designing, producing, and distributing its own education and outreach materials. Prior to finalizing any collateral materials, and no fewer than four (4) weeks prior to the deadline for distribution, the draft shall be provided to the Authority for a final review. The draft shall then be sent for printing and distribution. All materials shall be printed double-sided on one hundred percent (100%) post-consumer Recycled and Recyclable paper.
 2. **Approval of Materials.** Contractor shall obtain approval from the Authority Contract Manager on all Contractor-provided, service-related advertising and promotional materials used within the Authority before publication, production, distribution, and/or release. The Authority Contract Manager, in their sole discretion, shall have the right to deny the use of any materials or content or may request that Contractor include Authority identification and contact information on all distributed education materials. If requested, Contractor shall review and comment on the materials within two (2) weeks of request from the Authority.
 3. **Material Distribution.** In addition to the material distribution requirements of the approved transition outreach plan, in accordance with Exhibit C, Section 1.B, Contractor shall distribute program literature to all Customers annually as well as targeted materials to any new Customer throughout the Term of the Agreement. Contractor shall use multiple distribution methods including, but not limited to, print, radio, television, electronic and social media, and public event participation, if applicable. All printed materials shall also be made available in digital form. Contractor shall differentiate between transition materials for new services, and ongoing collateral materials, to be distributed at the start and throughout the Term of the Agreement.
 4. **Member Agency Facilities.** All Member Agency facilities and the Authority shall receive any and all public education and outreach materials and services provided to the Commercial

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

sector. Contractor shall provide all printed public education materials to Member Agency offices, facilities, and the Authority to have available for the public that visits those facilities and shall replenish the materials as requested by the Authority Contract Manager. Contractor shall mail all printed public education materials to the Authority and Member Agency public works departments at the locations specified by the Authority Contract Manager.

- F. Metrics.** Each campaign's implementation success shall be measured based on the metrics agreed-upon in the annual public education and outreach plan (e.g., changes in Diversion, contamination, social media engagement rates, and click-through rates resulting from the education and/or outreach efforts). Metrics shall be reported in the monthly report, pursuant to Exhibit D.
- G. Bill inserts.** Bill inserts shall be designed and produced by the Contractor; and the Contractor shall be responsible for printing and distributing the billing inserts to all Customers up to four (4) times per calendar year. Bill inserts shall be a sheet of paper no larger than eight and one half (8.5) inches by eleven (11) inches. The mailers shall be printed on double-sided, one hundred percent (100%) post-consumer Recycled content and Recyclable paper and shall fit in standard envelopes. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information developed by the Authority as attachments to Customer invoices. Electronic bill inserts and attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon Authority request, Contractor agrees to insert additional information describing Authority activities with the bill inserts. Authority will provide not less than thirty (30) calendar days' notice to Contractor before the mailing date of any proposed additional mailing to permit Contractor to make appropriate arrangements for inclusion of the Authority's additional materials. Authority will provide Contractor the additional materials least fifteen (15) calendar days before the mailing date. Contractor shall perform this service with no additional requirement for compensation.
- H. Annual Budget.** In addition to staffing expenses, Contractor shall spend, for the public education and outreach services described in this Exhibit C, no less than two hundred thirty five thousand dollars (\$235,000) in Rate Period One. Contractor shall provide a start-up education and outreach budget of \$100,000 which shall be expended prior to the commencement date of this Agreement. Such amount may be depreciated over the initial term of the Agreement. The Rate Period One budget shall be adjusted annually thereafter by the same percentage used to adjust Rates pursuant to Exhibit E. Annually, Contractor shall provide to the Authority Contract Manager, for review and approval, a detailed description of how such budget will be spent as part of the annual public education plan to be developed in accordance with Section 2 of this Exhibit C. At the conclusion of each Rate Period, any unused funds shall be transferred to the Authority. Contractor shall be prohibited from expending such funds without the prior written approval of the Authority Contract Manager. Any expenditures not approved by the Authority in advance shall neither be counted in Contractor's annual public education and outreach budget, nor be recovered through Rates.

3. Public Education and Outreach Team

To best achieve the highest possible level of public education and awareness, Contractor shall employ no less than three (3) full-time equivalent staff member(s), not including the Contractor's contract manager,

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PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

to coordinate and implement all public education and outreach activities required by this Agreement throughout the Agreement Term. The public education and outreach staff shall, at a minimum, perform the following tasks:

- A. Work collaboratively with the Authority to support, supplement, or incorporate Authority programs and educational activities into Contractor activities, and vice versa;
- B. Educate Authority entities and schools on Collection and Diversion programs through presentations or events, upon request;
- C. Participate and represent Contractor in community activities;
- D. Educate Customers on all program services, as described in Exhibit B to the Agreement;
- E. Handle escalated Customer service issues related to Diversion issues that are not operational in nature;
- F. Prepare and present the annual public education and outreach plan required by Section 2 of this Exhibit C;
- G. Coordinate implementation of the annual public education and outreach plan;
- H. Perform Diversion opportunity assessments as outlined in Section 4 of this Exhibit;
- I. Educate Customers on how to make informed, environmentally-forward decisions relative to waste reduction, reuse, repair, Recycling, and Diversion activities.
- J. Monitor social media accounts and respond to comments and direct messages that are of a Customer service nature.
- K. Maximize the opportunity for initial and sustained program success by seeking to identify a "champion" (ideally a senior manager) at each Commercial Business and Multi-Family Premise who will serve as a primary contact and advocate for Diversion programs within the Customer's organization;
- L. Assist in planning service needs for special events and Large Venues with a focus on reducing the Disposal of materials resulting from such events or venues; and,
- M. Create and distribute reports as required under this Agreement and/or requested by Authority Contract Manager.

4. Diversion Opportunity Assessments

Contractor shall provide Diversion opportunity assessments to Commercial and Multi-Family Customers. Diversion opportunity assessments shall be implemented by the public education and outreach staff. Contractor shall include, in the annual public education and outreach plan, details on how Contractor will meet the below requirements for providing Diversion opportunity assessments for the coming year.

- A. Annually notify every Multi-Family and Commercial Customer of the opportunity to have a Diversion opportunity assessment performed, the benefits of such an assessment, and how to schedule the assessment.
- B. Provide assessments to every Muti-Family and Commercial Customer at least once per year over the Term of the Agreement. Contractor shall specify, in the annual public education and outreach plan, the criteria for prioritizing and/or selecting the Customers that will receive Diversion

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PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

opportunity assessments. Customers who have not been documented as having on-going contamination issues do not need to be prioritized for Diversion opportunity assessments but must still receive all other forms of education and outreach materials. Each Multi-Family and Commercial Customer shall have an assessment within eighteen (18) months of their prior assessment.

- C. Provide assessments that include, at minimum:
1. A meeting with the property manager, Owner, or other management/facility personnel to discuss strategies to increase Diversion.
 2. A complete walkthrough of each facility, complex, or business to evaluate the Collection infrastructure, signage, placement of Containers, and capacity.
 3. An evaluation of the waste stream to identify special wastes and major contaminants.
 4. Recommendations for waste reduction, contamination prevention, staff training, and Service Level or frequency modification.
 5. Identification of a "champion" (ideally a senior manager) at each Commercial Business and Multi-Family Premise who can serve as a primary contact and advocate for Diversion programs within the Customer's organization.
 6. Distribution of educational materials including posters, Recycling guides, signage, and other collateral to promote Diversion activities, educate Generators, and meet the education requirements of AB 827, SB 1383, and other Applicable Laws.
 7. Confirmation that the property is in compliance with all local, regional, and State Recycling and organics mandates.
- D. Compile monthly reports to submit to the Authority as outlined in Exhibit D.

5. News Media Relations

Contractor shall notify the Authority Contract Manager by e-mail of all requests for news media interviews related to the Collection services program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the Contract Administrator.

Copies of draft news releases or proposed trade journal articles related to the provision of Collection services under this Agreement shall be submitted to Authority Contract Manager for prior review and approval at least five (5) Business Days in advance of provision to such Persons, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to Authority Contract Manager simultaneously with Contractor's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases shall be provided to the Authority Contract Manger within five (5) Business Days after publication.

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**EXHIBIT D:
REPORTING REQUIREMENTS**

EXHIBIT D

REPORTING REQUIREMENTS

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and approve Rates and evaluate the financial efficacy of operations.
- Evaluate past and expected progress towards achieving the Contractor's Diversion goals and objectives.
- Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law.
- Determine needs for adjustment to programs.
- Evaluate Customer service and Complaints.
- Determine Customer compliance with State-mandated Recycling requirements.

1. Monthly Report Content

Monthly reports shall be presented by Contractor to show the following information for each month in the reporting period. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

A. Tonnage Report

1. Tonnage delivered to the Approved Facility or Designated Facility by Customer Type and material type, subtotalling and clearly identifying those Tons that are Diverted and those that are Disposed.
2. Bulky Items and Reusable Materials Tonnage reused, Tonnage Recycled, and Tonnage Disposed from non-Divertible materials and Processing Residue.
3. Monthly Diversion rate by Customer Type and in aggregate for all Customer Types under this Agreement, based on the calculation methodology described in Section 5.10.
4. The Tons of Discarded Materials removed from illegal Disposal sites.

B. Diversion Report

1. The Diversion level for each month and the cumulative year-to-date Diversion level, where Diversion level shall be calculated as: $(\text{Discarded Materials Collected} - \text{Solid Waste Collected} - \text{Processing Residue Disposed}) / \text{Discarded Materials Collection}$.
2. Units of used cooking oil, E-Waste, U-Waste, and Bulky Items Collected by Customer Type.
3. All information required of in Section 5.10.

C. Contamination Monitoring Report

1. The number of Contractor Route reviews conducted in the reporting month, if any, pursuant

EXHIBIT D

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to Section 4.16.2 of this Agreement.

2. Description of the Contractor's process for determining contamination.
3. A record of each inspection and contamination incident that occurred in the month, if any, which shall include, at a minimum: name of Customer; address of Customer; date the contaminated Container was observed; staff who conducted the inspection; total number of violations found and a description of the action that was taken for each; copies of all notices and enforcement orders issued or taken against Generator with Prohibited Container Contaminants; any photographic documentation or supporting evidence; and, documentation of the total number of Containers with contents Disposed of due to observation of Prohibited Container Contaminants.
4. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants.
5. A list of all Customers assessed contamination Processing fees, pursuant to Section 4.16 of this Agreement, reported separately by Single-Family, Multi-Family, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the contamination Processing fee, and the total number of instances that contamination fees were assessed in the month, the total dollar amount of fees collected in the month; and, any other information reasonably requested by the Authority Contract Manager or specified in contamination monitoring provisions of this Agreement.
6. A list of Customers with chronic contamination, defined as four (4) or more instances of observed Prohibited Container Contaminants within a calendar year. The list shall include: the Generator's name and address; the total number of contamination instances observed year-to-date; and, the actions taken by the Contractor to address the situation, reduce contamination, and improve Customer compliance.
7. Any other information reasonably requested by the Authority Contract Manager or specified in any contamination monitoring provisions of this Agreement.

D. General Non-Collection and Courtesy Collection

1. Number of events where Discarded Materials were tagged for non-Collection in accordance with Section 4.18, summarized by the reason for tagging (e.g., improper set-out, Hazardous Waste). Each event shall include the date of issuance of the Non-Collection Notice, Customer name, and service address.
2. List of courtesy Collections including the Customer address, material type for which the courtesy Collection was performed, and the reason for leaving a Courtesy Collection Notice in accordance with Section 4.18 (e.g., improper set-out, Hazardous Waste). Courtesy Collection Notices related to Prohibited Container Contaminants shall be reported as specified in Exhibit D.1.C.
3. List of Customers for which Contractor has performed a courtesy Collection, including the Customer address and material type for which the courtesy Collection was performed.

E. Education Program

1. Status report of Contractor's actual activities completed and budget expended compared to

EXHIBIT D

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the approved annual public education and outreach plan and budget. Include content of posted social media posts, e-mail communications, or other electronic messages. For each completed item, document the results including what methods were used to accomplish the task, if different from the plan, and the agreed-upon metrics for each campaign in the annual public education and outreach plan.

2. For any mass distribution through mailings or bill inserts that occurred in the month, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
3. A copy of all printed education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Exhibit C of the Agreement, including, but not limited to: flyers, brochures, and newsletters. A record of the date and to whom each material was disseminated shall be included in the report, including the Generator's name or account name, the type of education or outreach received, the distribution date, and the method of distribution.
4. A copy of all electronic media, including the dates posted or sent for social media posts, e-mail communications, website banners, or other electronic messages. A summary report shall be provided for electronic marketing that itemizes each communication.
5. Summary of the public education materials and activities provided to schools in the month.
6. Dates, times, and group or event names of any site visits, meetings, and events attended in the month.
7. Diversion opportunity assessment reports, including the following:
 - a. Contact information including address, name, and telephone number of Person(s) contacted.
 - b. The total number of Diversion opportunity assessments performed for Multi-Family and Commercial Customers in accordance with Exhibit C, Section 4.
 - c. A list of each Customer provided a Diversion opportunity assessment, their Service Levels before and after the assessment, recommendations made, and any other outcomes of the assistance provided. For Multi-Family Customers, include the number of Dwelling Units.
 - d. The number of engagements per Customer (phone calls, site visits, notices, etc.)
 - e. A list of Multi-Family and Commercial Customers who have not received a Diversion opportunity assessment in the past eighteen (18) months and an explanation as to why the Customer was missed, and a plan to contact the Customer.
 - f. The total number of non-compliant Multi-Family and Commercial Customers, the number of non-compliant Customers directly targeted for technical assistance, the number of Customers brought into compliance in the reported month, and the number of non-compliant Customers escalated to Authority staff.
 - g. Any other metrics or measurements of success the Contractor deems appropriate to share, or as requested by the Authority

F. Customer Subscription Report

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1. List of all Customers with associated service addresses, contact information, Customer Type, Service Level, Bulky Item and Reusable Materials Collections for the month, Rates charged, Missed Collection Rebates remitted, Late Container Delivery Rebates remitted, and any new notes added to each Customer account since the prior month.
2. Number of Containers at each Service Level by Customer Type and material type. Summarize the total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop Box and Compactor service by Customer Type. The report should calculate the average volume of service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; Commercial Customer; and, Drop-Box Customer.
3. Number of Bulky Item, Reusable Materials Collection, and holiday tree Collection events by Customer Type.
4. List of all Customers with suspended Collection service as a result of unpaid bills in accordance with Section 4.12.

G. Service Exemptions

1. Number of Customers subscribing to each Member Agency approved service exemption by Customer Type.
2. The number of Generator waiver reverifications performed by the Contractor pursuant to Section 4.15 of this Agreement in the month, if any, including a copy of documentation for each reverification inspection, which shall include, at a minimum: Customer's name, address, and Generator type; the type of waiver being verified; any photographic or other evidence collected during the inspection; and, the resulting recommended conclusion by the Contractor regarding the validity of the waiver. The Contractor shall provide a summary of recommendations to the Authority of all waivers that the Contractor concludes to no longer be warranted.

H. Revenue Report

1. Statement detailing Gross Receipts by Member Agency, Sector, and material type from all operations conducted or permitted pursuant to this Agreement as required by Article 8.
2. List of Customers that are forty-five (45) or more calendar days past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent; and method(s) the Contractor has used to attempt collection of the bad debt, including date of such attempt(s).

I. Member Agency Service Report

1. Member Agency facility Diversion rate report (i.e., volume of service by Service Type received by each Member Agency facility and the percentage of the total Service Levels that are for Diversion services relative to the total).
2. Summary report on the programs offered to Member Agency as described in Exhibit B4, focused on when each service was provided, summary report of Tonnage Collected as applicable, and any issues or concerns identified.

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J. Customer Service Report

1. Number of Customer calls listed separately by Complaints and inquiries. Inquiries should include requests for Recycling information, Rate information, etc. Complaints should list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims). These Complaints and inquiries shall be documented and reported separately from SB 1383 non-compliance Complaints or other regulatory non-compliance Complaints.
2. Total Customer calls handled by the operator, average time to answer, average hold time after operator has answered, and average time for Customer abandoned calls.
2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the Member Agency, presented in a graph format.
3. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the Member Agency, presented in a graph format, that compares total missed Collections in the Authority during the current report period to total missed Collections in the Authority in past reporting periods.
4. Number of new service requests for each Customer Type and program.
5. Number of events of Discarded Materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste).
6. Number of hits and unique visitors to the Contractor's website.
7. Record of SB 1383 non-compliance Complaints received, including the following information:
 - a. Total number of Complaints received, and total number of Complaints investigated.
 - b. Copies of documentation recorded for each Complaint received, which shall at a minimum include the following information: (i) the Complaint as received; (ii) the name and contact information of the complainant, if the Complaint is not submitted anonymously; (iii) the identity of the alleged violator, if known; (iv) a description of the alleged violation, including location(s) and all other relevant facts known to the complainant; (v) any relevant photographic or documentary evidence submitted to support the allegations in the Complaint; and, (vi) the identity of any witnesses, if known.
 - c. Copies of all SB 1383 non-compliance Complaint reports submitted to the Authority, pursuant to Section 4.13.2 of this Agreement.
 - d. Documentation of any follow-up inspections and/or outreach, if any, conducted upon Member Agency or Authority Contract Manager request pursuant to Section 4.13.2 of this Agreement, which shall include at a minimum: (i) the date the Contractor investigated the Complaint; (ii) documentation of the findings of the investigation; and (iii) any photographic or other evidence collected during the investigation.

K. C&D Report

Contractor shall separately document the following information for each Construction and Demolition project:

1. Tonnage of C&D Collected.

EXHIBIT D

REPORTING REQUIREMENTS

2. Tonnage of C&D delivered to an Approved C&D Processing Facility, specialty Recyclers, and/or reuse or salvage operations, or locations where C&D Debris was delivered for Processing or reuse.
 3. Calculation of the project-specific Diversion level (Tons of C&D Recycled, reused, or salvaged divided by total Tons of C&D Collected).
- L. Special Event Reporting.** Contractor shall include a compilation of the special event reports provided for the month in accordance with Exhibit B5.
- M. Pilot and New Programs Report.** For each pilot and/or new program, provide activity-related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken, and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

2. Annual Report Content

The annual report shall be the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly reports, plus the following additional information.

- A. Summary Assessment.** Provide a summary assessment of the programs performed under this Agreement, from Contractor's perspective, relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor's Diversion goals and compliance with regulatory requirements. Provide recommendations and plans to improve. Highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by the Contractor in the State.
- B. Collection Report.** Contractor shall provide a summary of Collection and Transportation operations, including:
1. The total Tonnage of Discarded Materials, listed separately by Discarded Material type, removed by Contractor from illegal Disposal sites as part of an abatement activity, listing each Collection event separately by date, location, and Tonnage Collected.
 3. A record of all compliance agreements for quarantined Organic Waste that is Disposed, including the name of Generator, date issued, location of final Disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a landfill.
 4. If the Contractor Transports Collected materials to an alternative Processing Facility in the event of an unforeseen closure or emergency, in accordance with Sections 4.1.E and 4.2.H of the Agreement, Contractor shall include the following documents and information:
 - a. The number of days the Processing Facility emergency was in effect;
 - b. Copies of any notifications sent to the Authority pursuant to Sections 4.1 and 4.2 of the Agreement;
 - c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,
 - d. A record of the Tons of Recyclable Materials and/or Organic Materials redirected to an alternative Facility or Disposed as a result of the waiver, recorded by Collection vehicle

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REPORTING REQUIREMENTS

or Transfer vehicle number or load, date, and weight.

C. Vehicle Inventory

1. Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, fuel type, capacity, decibel rating, engine overhaul/rebuild date (if applicable), and mileage on June 30.
2. The total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.
3. The name, physical location, and contact information of each entity, operation, or facility from whom the Contractor procured RNG for Collection vehicles.

- D. Regulatory Compliance.** Provide a narrative description of the status of the Contractor's programs related to compliance with SB 1383 Regulations or other relevant regulations specified by the Authority Contract Manager. Describe any challenges or opportunities for program improvement identified in the calendar year.

3. Other Reports

- A. AB 901 Reports.** The Authority Contract Manager reserves the right to require that Contractor provide the Authority copies of the Contractor's, or their Approved Facility Subcontractor's, AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within five (5) Business Days of Authority request. If a Contractor has an agreement with an Approved Facility, the Contractor shall be required to provide AB 901 reports for those facilities.
- B. Upon Incident Reporting.** The Authority Contract Manager reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the Member Agencies and/or Authority. Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the Authority Contract Manager, which shall not to exceed ten (10) days.
- C. Customized Reports.** The Authority Contract Manager reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain; or require a specified format or submission system, such as the use of a web-based software platform.

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EXHIBIT E:
RATE ADJUSTMENT METHODOLOGY

EXHIBIT E

RATE ADJUSTMENT METHODOLOGY

1. General

Subject to the terms herein, the Authority Contract Manager shall ratify all Rates on an annual basis. Contractor shall submit its application for a Rate adjustment to the Authority Contract Manager on or before February 1 of each Rate Period where Rates shall be adjusted using the index-based methodology described in Exhibit E1. Contractor shall submit its application on or before January 1 for any Rate Period where Rates shall be adjusted using the cost-based methodology described in Exhibit E2. Contractor's Rate application shall document all calculations and include all supporting schedules, documentation of City provided per-Ton charge for Disposal and Processing at the Approved Facility(ies), and any other documentation or evidence determined by the Authority Contract Manager to be reasonably necessary to ensure that the calculation of Rate adjustments has been performed in strict conformance to the requirements of this Exhibit E. The Contractor's Processing and Disposal Costs shall be paid to the Post Collections Services Contractor, as calculated using the Authority-provided per-Ton rates for the Approved Facilities for each material type and the total Tons of material provided by the Contractor, as further detailed in Exhibit E1 and E2.

The Authority Contract Manager shall make a good faith effort to ratify Rates by June 1 of each year, and such Rates shall be effective on each subsequent July 1. If Rates are not effective by July 1, due to a delay caused solely by Authority, Authority Contract Manager shall allow Contractor to retroactively bill Customers for the amount of the Rate increase for any period of said delay that is solely caused by Authority (subject to the Authority Contract Manager's approval of how the retroactive adjustment is billed) or the Authority may compensate the Contractor for lost Gross Rate Revenues. In the case of a delayed Rate adjustment, the Contractor may bill the Customer during the next billing cycle to recoup the deferred Rate increase. If Rates are not effective by July 1, as a result of Contractor's delay in submitting the Rate application in a complete and accurate form, then prior Rates remain in effect until such adjustment is made and Contractor shall not be entitled to a retroactive adjustment for lost Gross Rate Revenues.

2. Definitions

Certain terms that are specific to this Exhibit (including Exhibits E1 and E2) are defined below:

- A. **"Annual Percentage Change"** means the annual percentage change in any of the indices defined above, calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available twelve- (12) month period of the then-current Rate Period minus the Average Index Value for the corresponding twelve- (12) month period of the most-recently completed Rate Period and the result of which shall be divided by the Average Index Value for the same twelve- (12) month period of the most recently completed Rate Period.

For example, if the Contractor is calculating the Total Calculated Costs in January 2026 to be effective for Rate Period Three (July 2026 through June 2027), the Annual Percentage Change for the CPI-U would be calculated as follows:

$$\left[\begin{array}{l} \text{(Average CPI-U for January 2025 through December 2025)} \\ \text{minus} \\ \text{(Average CPI-U for January 2024 through December 2024)} \end{array} \right] \text{ divided by} \\ \text{(Average CPI-U for January 2024 through December 2025)}$$

EXHIBIT E

RATE ADJUSTMENT METHODOLOGY

The calculated Annual Percentage Change shall be carried to three (3) places to the right of the decimal and rounded to the nearest thousandth.

- B. **“Average Index Value”** means the sum of the monthly index values during the most recently available twelve- (12) month period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices published bi-monthly).
- C. **“CPI-U”** means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted San Francisco-Oakland-Hayward Metropolitan Area compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.
- D. **“Processing and Disposal Costs”** means the separate, and in combination, costs of Processing and Disposing of Discarded Materials at the Designated Facility or the Approved Facility, calculated as the per-Ton fee multiplied by the total Tons of material.
- E. **“ECI”** means the Employment Cost Index, Total Compensation, Private Industry, Service-Providing Industries, seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.
- F. **“Fuel Index”** means the per-therm price for Core Natural Gas Service for Compression on Customer’s Premises, Schedule G-NGV1, compiled and published by the Pacific Gas and Electric Company Analysis and Rate Department and reported monthly in its *“Gas RateFinder”* publication (<http://www.pge.com/tariffs/GRF.SHTML>). The January 2018 Fuel Index is \$0.70874 per therm, which reflects the sum of the Customer charge, procurement charge, Transportation charge, and public purpose program (PPP) charge for natural gas service for compression on Customer’s Premises as reported by Pacific Gas and Electric Company.
- G. **“Recyclables Rebate Index”** or **“RRI”** means the Georgia Pacific historical commodity pricing for materials from the Pacific Recycling Solutions Materials Recovery Facility.
- H. **“Motor Vehicle Maintenance and Repair Index”** or **“MVI”** means the Consumer Price Index, All Urban Consumers, Motor Vehicle Maintenance and Repair, not seasonally adjusted U.S. city average, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.
- I. **“Total Calculated Costs”** means the total amount to be used as a basis for determining the Rate Adjustment Factor. The Total Calculated Costs do not reflect or in any way guarantee the Gross Rate Revenues that are to be generated by Rates or retained by the Contractor. Note that for determining Rates for Rate Period Two, the annual proposed costs for Rate Period One (July 1, 2024 to June 30, 2025) shall be used for the calculations.
- J. **“Total Calculated Costs Before Member Agency Reimbursements”** means the sum of the Total Annual Cost of Operations, Profit, and Costs Excluded from the Calculation of Profit for the coming Rate Period.
- K. **“Projected Gross Rate Revenues Excluding Member Agency Reimbursements”** means the Projected Gross Rate Revenues for the then-current Rate Period minus the Member Agency Reimbursements for all Member Agencies for the current Rate Period as ratified by the Authority

EXHIBIT E RATE ADJUSTMENT METHODOLOGY

Contract Manager.

Table 1 provides additional information about the four indices defined above.

TABLE 1*

	CPI-U	Fuel Index	Motor Vehicle Maintenance and Repair	ECI	RRI
Description	Consumer Price Index - All Urban Consumers	Core Natural Gas for Compression at Customer's Premises for Motor Vehicles	Consumer Price Index – All Urban Consumers, Motor Vehicle Maintenance and Repair	Employment Cost Index - Total Compensation for Private Industry Workers in Service-Providing Industries.	Georgia Pacific Historical Commodity Pricing
Series ID	CUURS49BSA0	G-NGV1	CUUR0000SETD	CIS201S000000000I	N/A
Adjusted	Not seasonally adjusted	N/A	Not seasonally adjusted	Seasonally adjusted	N/A
Area	San Francisco-Oakland-Hayward	N/A	U.S. City average	N/A	Pacific Recycling Solutions Materials Recovery Facility
Item	All items	N/A	Motor vehicle maintenance and repair	Total Compensation	N/A
Base Period	1982-84=100	N/A	1982-84=100	Dec 2005 = 100	N/A
Periodicity	Bi-monthly	Monthly	Monthly	Quarterly	Monthly

* All indices published by the U.S. Bureau of Labor Statistics with the exception of the Fuel Index, which is published by Pacific Gas and Electric Company Analysis and Rate Department.

3. Cost of Rate Adjustment Process

The Authority may incur costs, including consulting and legal fees, when determining adjustments to the Rates in accordance with this Exhibit and may require the Contractor to pay for such costs within sixty (60) calendar days of receipt of the Authority's invoice for such costs. The Contractor may recover such costs through the Rates by treating the costs as an allowable cost of business, not subject to profit mark-up. Regardless of Contractor's payment of costs associated with said review, the Authority shall retain full and unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict of interest arises in the review of Contractor's request. The Authority retains the right to select its agents on the basis of their qualifications and experience and without regard to cost.

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EXHIBIT E1:
INDEX-BASED RATE ADJUSTMENT METHODOLOGY

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

1. General

The purpose of this attachment is to describe and illustrate the method by which the Authority will calculate the annual adjustment to Rates to reflect changes in various cost indices and changes to Processing and Disposal Costs based on Tonnages of materials Collected and changes in tipping fees. This index-based adjustment process shall be used to determine Rates for Rate Periods Two, Three, Five, Six, Seven, Nine, and Ten. If the Term is extended, subsequent Rate Periods shall be adjusted pursuant to Section 8.2.C.

The index-based adjustment involves application of indices to various costs that comprise the Total Proposed Annual Costs for Rate Period One (and to Total Calculated Costs for future Rate Periods) to determine the Total Calculated Costs for the coming Rate Period. In addition, Processing and Disposal Costs shall be adjusted to reflect actual Tonnage Collected during the most-recently completed Rate Period. A Rate Adjustment Factor is applied to the current Rates to determine the Rates for the coming Rate Period.

The Total Calculated Costs Before Member Agency Reimbursements Rate Adjustment Factor, calculated pursuant to this Exhibit E1, may not exceed five percent (5%). In the event that the calculation results in a calculated increase exceeding five percent (5%), the calculated dollar amount exceeding five percent (5%) shall be reflected as an "Other Adjustment" in the next scheduled Rate adjustment ("roll-over"). The Authority shall not be required to compensate Contractor for any cumulative "rolled-over" amounts remaining at the end of the Agreement Term.

In the event the Total Calculated Costs Before Member Agency Reimbursements, calculated pursuant to this Exhibit E1, results in a negative Total Costs before Member Agency Reimbursements Rate Adjustment Factor, the Authority reserves the right to "roll-under" the reduction to the Total Calculated Costs Before Member Agency Reimbursements, but the calculated reduction to the Total Calculated Costs Before Member Agency Reimbursements shall then be deferred to the following Rate Period as a credit against future Rate increases.

2. Adjustment of Total Calculated Costs

The cost categories of the main components of Total Calculated Costs are presented in detail in Exhibit G1. Adjustments to these components to calculate costs for the coming Rate Period shall be calculated as follows:

A. Total Annual Cost of Operations

1. **Labor-Related Costs.** The Labor-Related Costs component of Total Annual Cost of Operations for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the ECI.
2. **Vehicle-Related Costs (excluding Fuel).** The Vehicle-Related Costs component of Total Annual Cost of Operations for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the MVI.
3. **Fuel Costs.** The Fuel Cost component of Total Annual Cost of Operation for the then-current

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Rate Period is multiplied by one (1) plus the Annual Percentage Change in the Fuel Index.

4. **Other Costs.** The Other Costs component of the Total Annual Cost of Operations for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the CPI-U.
 5. **Direct Depreciation.** Direct Depreciation is three million one hundred forty seven thousand two hundred twenty-nine dollars (\$3,147,229) per year for Rate Periods Two through Ten and is not annually adjusted. This adjusted depreciation amount shall remain fixed for Rate Periods Two through Ten. If the Agreement is extended beyond Rate Period Ten, direct depreciation shall be zero dollars (\$0) in any subsequent Rate Periods, unless Parties mutually agree to a different amount.
 6. **Allocated Costs (Labor, Vehicle, Fuel, and Other Costs).** The Allocated Costs (Labor, Vehicle, Fuel, and Other Costs) component for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the CPI-U.
 7. **Allocated Depreciation and Start-Up Costs.** The Allocated Depreciation and Start-Up Costs shall be twenty two thousand two hundred ninety-eight dollars (\$22,298) per year for Rate Period Two through Ten, and are not annually adjusted. These costs shall be zero dollars (\$0) for all subsequent Rate Periods unless Parties mutually agree to a different amount.
 8. **Total Annual Cost of Operations.** The Total Annual Cost of Operations for the coming Rate Period equals the sum of the costs calculated in subsections (1) through (7) above.
- B. Profit.** Profit for the coming Rate Period shall be calculated by dividing the Total Annual Cost of Operations for the coming Rate Period (the value calculated in Section 2.A.8 above) by an operating ratio (82%) and subtracting from the result the Total Annual Cost of Operations for the coming year.

$$\text{Profit} = \frac{\text{Total Annual Cost of Operations for Coming Rate Period}}{\text{Operating Ratio}} - \text{Total Annual Cost of Operations for Coming Rate Period}$$

C. Costs Excluded from the Calculation of Profit

1. **Recyclable Materials Processing Costs.** The Recyclable Materials Processing Costs, including Processing and Transportation costs, shall be zero (0) dollars at the Commencement Date for Rate Period Zero and Rate Period One. The Recyclable Materials Processing Costs, including Processing and Transportation costs, shall be calculated as follows for Rate Period Two and any subsequent Rate Periods:

Recyclable Materials Processing Costs = Per-Ton Recyclable Materials Processing fee at the Approved Facility for the coming Rate Period x Total Tons of Recyclable Materials Collected for the most-recently completed twelve- (12) month period, excluding Recyclable Materials Tonnage Collected through Drop Box.

In the establishment of Rates for Rate Period Two, due to the lack of Tonnage data for a twelve- (12) month period, the Tonnage of Recyclable Materials included in Contractor's Proposal shall be used in place of the Total Tons of Recyclable Materials Collected for the most-recently completed twelve- (12) month period.

2. **Recyclable Materials Processing Rebate.** The Recyclable Materials Processing Rebate shall be

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

zero (0) dollars at the Commencement Date for Rate Period Zero and Rate Period One. The Recyclable Materials Processing Rebate shall be calculated as follows for Rate Period Two and any subsequent Rate Periods:

Recyclable Materials Processing Rebate = [(Per-Ton Recyclable Materials Processing Rebate for the then-current Rate Period) x (1 + Annual Percentage Change in the Recyclables Rebate Index)] x (Total Tons of Recyclable Materials Collected for the most-recently completed twelve- (12) month period, excluding Recyclable Materials Tonnage Collected through Drop Box).

(Note: this value should be reflected as a negative number)

In the establishment of Rates for Rate Period Two, due to the lack of Tonnage data for a twelve- (12) month period, the Tonnage of Recyclable Materials included in Contractor's Proposal shall be used in place of the Total Tons of Recyclable Materials Collected for the most-recently completed twelve- (12) month period.

3. **Residential Organic Materials Processing Costs.** The Residential Organic Materials Processing Costs shall be calculated as follows:

Residential Organic Materials Processing Costs = Per-Ton Organic Materials Processing fee at the Designated Facility for the coming Rate Period x Total Tons of Residential Organic Materials Collected for the most-recently completed twelve- (12) month period, excluding Residential Organic Materials Tonnage Collected through Drop Box.

In the establishment of Rates for Rate Period Two, due to the lack of Tonnage data for a twelve- (12) month period, the Tonnage of Organic Materials included in Contractor's Proposal shall be used in place of the Total Tons of Organic Materials Collected for the most-recently completed twelve- (12) month period.

4. **Commercial Organic Materials Processing Costs.** The Commercial Organic Materials Processing Costs shall be calculated as follows:

Commercial Organic Materials Processing Costs = Per-Ton Organic Materials Processing fee at the Approved Facility for the coming Rate Period x Total Tons of Commercial Organic Materials Collected for the most-recently completed twelve- (12) month period, excluding Commercial Organic Materials Tonnage Collected through Drop Box.

In the establishment of Rates for Rate Period Two, due to the lack of Tonnage data for a twelve- (12) month period, the Tonnage of Organic Materials included in Contractor's Proposal shall be used in place of the Total Tons of Organic Materials Collected for the most-recently completed twelve- (12) month period.

5. **Disposal Costs.** The Disposal Costs shall be calculated as follows:

Disposal Costs = Per-Ton Disposal fee at the Designated Facility for the coming Rate Period x Total Tons of Solid Waste Collected for the most-recently completed twelve- (12) month period, excluding Solid Waste Tonnage Collected through Drop Box.

In the establishment of Rates for Rate Period Two, due to the lack of Tonnage data for a

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

twelve- (12) month period, the Tonnage of Solid Waste included in Contractor's Proposal shall be used in place of the Total Tons of Solid Waste Collected for the most-recently completed twelve- (12) month period.

6. **Interest Expense.** The Interest Expense amount is three hundred fifty seven thousand two hundred forty-two dollars (\$357,242) in Rate Period Two through Ten, is not annually adjusted, and shall be zero dollars (\$0) in any subsequent Rate Period unless Parties mutually agree to a different amount.
 7. **Direct Lease Costs.** The Direct Lease Costs amount is zero dollars (\$0) in Rate Period Two through Ten, is not annually adjusted, and shall be zero dollars (\$0) in any subsequent Rate Period unless Parties mutually agree to a different amount.
 8. **Allocated Lease Costs.** The Allocated Lease Costs amount is zero dollars (\$0) for Rate Period Two through Ten is not annually adjusted and shall remain unadjusted in any subsequent Rate Period unless Parties mutually agree to a different amount.
 9. **Total Costs Excluded from the Calculation of Profit.** Total Costs Excluded from the Calculation of Profit for the coming Rate Period are the sum of the amounts in subsections (1) through (8) above.
- D. Total Calculated Costs before Member Agency Reimbursements.** The Total Calculated Costs before Member Agency Reimbursements shall be the sum of the Total Annual Cost of Operations, Profit, and Costs Excluded from the Calculation of Profit for the coming Rate Period.
- E. Member Agency Reimbursements.** Reimbursements shall be calculated separately for each Member Agency.
1. **Administrative Reimbursement.** The Administrative reimbursement for the coming Rate Period shall equal the amount approved by the Authority for each fiscal year ended June 30.
 2. **Vehicle Impact Mitigation Reimbursement.** The Vehicle Impact Mitigation Reimbursement for the coming Rate Period shall equal the total Vehicle Impact Mitigation Reimbursement paid to the Member Agencies in the most-recently completed twelve- (12) month period multiplied by one (1) plus the Annual Percentage Change in the CPI-U, or as otherwise directed by the Member Agencies.
 3. **Street Sweeping Reimbursement.** The Street Sweeping Reimbursement for the coming Rate Period shall equal the total Street Sweeping Reimbursement paid to the Member Agencies in the most-recently completed twelve- (12) month period multiplied by one (1) plus the Annual Percentage Change in the CPI-U, or as otherwise directed by the Member Agencies.
 4. **HHW Reimbursement.** The HHW Reimbursement for the coming Rate Period shall equal the amount provided by the Authority and Member Agencies based on County program costs for each fiscal year ended June 30.
 5. **Total Member Agency Reimbursements.** The Total Member Agency Reimbursements for the coming Rate Period shall equal costs calculated in subsection (1) through (4) above; provided, however, that any adjustment in any such fee, whether pursuant to the relevant index or as the result of the decision of Member Agencies, shall be an allowable cost of business, excluded from the calculation of Profit, and reflected in the Total Member Agency

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Reimbursements.

- F. Other Adjustments.** From time to time during the Term of the Agreement, it may be necessary to make other adjustments to the compensation calculations. For example, if the Authority Contract Manager elects to roll-under a negative Rate adjustment to a future year, the dollar value of that negative adjustment shall be reflected as an adjustment. In such case, the adjustment would be a reduction to the Total Calculated Costs.
- G. Total Calculated Costs.** The Total Calculated Costs for the coming Rate Period shall equal the sum of the Total Annual Cost of Operations, Profit, Total Costs Excluded from the Calculation of Profit, Total Member Agency Reimbursements, and Other Adjustments (if applicable), for the coming Rate Period.

3. Rate Adjustment Factor

A Rate Adjustment Factor shall be calculated for each Member Agency. The Rate Adjustment Factor shall be a blend of a Total Calculated Costs Before Member Agency Reimbursements Adjustment Factor and a Member Agency Reimbursements Adjustment Factor and shall be calculated as follows:

The Total Costs Before Member Agency Reimbursements Adjustment Factor shall be the Total Calculated Costs for the coming Rate Period divided by the Total Calculated Costs for the then-current Rate Period.

The Member Agency Reimbursements Adjustment Factor shall be the Total Member Agency Reimbursements for each Member Agency for the coming Rate Period divided by the Member Agency Reimbursements for each Member Agency for the then-current Rate Period.

The Rate Adjustment Factor for each Member Agency shall be calculated as follows and shall be rounded to the nearest thousandth:

Rate Adjustment Factor = [Total Calculated Costs Before Member Agency Reimbursements Adjustment Factor x (Total Costs before Reimbursements for the coming Rate Period / Total Calculated Costs for the coming Rate Period)] + [Member Agency Reimbursements Adjustment Factor x (Total Member Agency Reimbursements for all Member Agencies for the coming Rate Period / Total Calculated Costs for the coming Rate Period)]

4. Adjustment of Rates

Each then-current Rate shall be multiplied by the Member Agencies' Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period. The adjustment to each Rate shall be rounded to the nearest cent.

5. Examples

The following examples illustrates the index-based adjustment method for determining Rates for Rate Period Three. The dollar amounts shown are hypothetical amounts for Total Calculated Costs for Rate Period Two (July 1, 2025 through June 30, 2026) and the Rate Adjustment Factors are based on assumed changes in the various indices between the Average Index Values for the twelve (12) months ending December 2025 and for the twelve (12) months ending December 2024. Example A depicts a standard

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

index-based adjustment, wherein the calculated Total Calculated Costs Before Member Agency Reimbursements increased greater than zero percent (0%) and less than five percent (5%) over the prior Rate Period. Example B depicts an index-based adjustment wherein the calculated Total Calculated Costs Before Member Agency Reimbursements resulted in a decrease from the prior Rate Period.

A. EXAMPLE A

1. Assumptions for Example Adjustment to Contractor's Compensation:
 - a. Most-Recently Completed Rate Period = Rate Period One (July 1 ,2024 through June 30, 2025)
 - b. Then-current Rate Period = Rate Period Two (July 1 ,2025 through June 30, 2026)
 - c. Coming Rate Period = Rate Period Three (July 1 ,2026 through June 30, 2027)
 - d. Recyclable Materials Processing Costs per Ton for the coming Rate Period = \$62.00 per Ton
 - e. Recyclable Materials Processing Rebate per Ton for the coming Rate Period = -\$30.63 per Ton
 - f. Residential Organic Materials Processing Costs per Ton for the coming Rate Period = \$97.00 per Ton
 - g. Commercial Organic Materials Processing Cost per Ton for the coming Rate Period = \$103.00
 - h. Disposal cost for the coming Rate Period = \$104.00 per Ton
 - i. Annual Percentage Change in the ECI = 0.045
 - j. Annual Percentage Change in the CPI-U = 0.040
 - k. Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index = 0.031
 - l. Annual Percentage Change in the Fuel Index = 0.075
 - m. Annual Percentage Change in the Recyclables Rebate Index = 0.021
 - n. Tonnages for the most-recently completed 12-month period:
 - Recyclable Materials – 17,400 Tons (900 Tons attributable to Drop Box)
 - Residential Organic Materials – 20,600 Tons (1,500 Tons attributable to Drop Box)
 - Commercial Organic Materials – 2,150 Tons (150 Tons attributable to Drop Box)
 - Solid Waste – 25,300 Tons (1,800 Tons attributable to Drop Box)

Note: All values presented in the following table are hypothetical and used for illustrative purposes only.

EXHIBIT E1 INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Example A Calculation of Total Calculated Costs for Rate Period Three

Table 1. Disposal and Processing Tip Fee Adjustments

	Rate Period Two	Adjustment Index	Adjustment Factor	Rate Period Three
Disposal and Processing Tip Fee Adjustment (per Ton)				
Recyclable Materials Processing Tip Fee	\$ 60.00	N.A.	N.A.	\$ 62.00
Recyclable Materials Processing Rebate	\$ (30.00)	RRI	1 + 0.021	\$ (30.63)
Residential Organic Materials Processing Tip Fee	\$ 94.00	N.A.	N.A.	\$ 97.00
Commercial Organic Materials Processing Tip Fee	\$ 102.00	N.A.	N.A.	\$ 103.00
Solid Waste Disposal Tip Fee	\$ 100.00	N.A.	N.A.	\$ 104.00

Table 2. Total Calculated Costs before Member Agency Reimbursements

	Rate Period Two	Adjustment Index	Adjustment Factor	Rate Period Three
Annual Cost of Operations				
Labor-Related Costs	\$ 10,000,000	ECI	1 + 0.045	\$ 10,450,000
Vehicle-Related Costs (excluding fuel)	\$ 1,500,000	MVI	1 + 0.031	\$ 1,546,500
Fuel Costs	\$ 300,000	FUEL	1 + 0.075	\$ 322,500
Other Costs	\$ 2,000,000	CPI-U	1 + 0.040	\$ 2,080,000
Direct Depreciation	\$ 1,500,000	N.A.	N.A.	\$ 1,500,000
Allowed Costs (Labor, Vehicle, Fuel, and Other Costs)*	\$ 3,000,000	CPI-U	1 + 0.040	\$ 3,120,000
Allocated Costs (Depreciation and Start-Up)	\$ 400,000	N.A.	N.A.	\$ 400,000
Total Annual Cost of Operations	\$ 18,700,000			\$ 19,419,000
Profit (assuming operating ratio of 0.8)	\$ 4,675,000			\$ 4,854,750
Costs Excluded from the Calculation of Profit				
Recyclable Materials Processing Costs	\$ 1,000,000	Tip Fee x Tons	16,500 x \$62.00	\$ 1,023,000
Recyclable Materials Processing Rebate	\$ (400,000)	Tip Fee x Tons	16,500 x \$(30.63)	\$ (505,395)
Residential Organic Materials Processing Costs	\$ 1,800,000	Tip Fee x Tons	19,100 x \$97.00	\$ 1,852,700
Commercial Organic Material Processing Costs	\$ 200,000	Tip Fee x Tons	2,000 x \$103.00	\$ 206,000
Solid Waste Disposal Costs	\$ 2,300,000	Tip Fee x Tons	23,500 x \$104.00	\$ 2,444,000
Interest Expense	\$ 400,000	N.A.	N.A.	\$ 400,000
Direct Lease Costs	\$ -	N.A.	N.A.	\$ -
Allocated Lease Costs	\$ -	N.A.	N.A.	\$ -
Total Costs Excluded from the Calculation of Profit	\$ 5,300,000			\$ 5,420,305
Other Adjustments (as needed from time to time)	N.A.	N.A.	N.A.	
Total Costs Before Member Agency Reimbursements	\$ 28,675,000			\$ 29,694,055

*Fuel costs included in allocated costs shall be adjusted using the CPI-U not Fuel Index.

EXHIBIT E1 INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Table 3. Member Agency Reimbursements

	Rate Period Two Monte					Adjustment Index	Adjustment Factor	Rate Period Three Monte				
	Campbell	Los Gatos	Sereno	Saratoga	Total			Campbell	Los Gatos	Sereno	Saratoga	Total
Member Agency Reimbursements**												
Vehicle Impact Mitigation Reimbursement	\$ 500,000	\$ 800,000	\$ -	\$ 400,000	\$ 1,700,000	CPI-U**	1 + 0.040	\$ 520,000	\$ 832,000	\$ -	\$ 416,000	\$ 1,768,000
Street Maintenance Reimbursement	\$ 300,000	\$ 400,000	\$ -	\$ 100,000	\$ 800,000	CPI-U**	1 + 0.040	\$ 312,000	\$ 416,000	\$ -	\$ 104,000	\$ 832,000
HHW Reimbursements	\$ 40,000	\$ 60,000	\$ 10,000	\$ 40,000	\$ 150,000	Actuals	N.A.	\$ 42,000	\$ 63,000	\$ 10,500	\$ 43,000	\$ 158,500
Administration Reimbursement	\$ 200,000	\$ 215,000	\$ 20,000	\$ 100,000	\$ 535,000	Actuals	N.A.	\$ 210,000	\$ 225,000	\$ 21,000	\$ 110,000	\$ 566,000
Total Member Agency Reimbursements	\$ 1,040,000	\$ 1,475,000	\$ 30,000	\$ 640,000	\$ 3,185,000			\$ 1,084,000	\$ 1,536,000	\$ 31,500	\$ 673,000	\$ 3,324,500

** Member Agency Reimbursements shall either be increased by the Annual Percentage Change in the CPI-U, or as otherwise directed by the Member Agency or Authority.

Table 4. Rate Adjustment Factors

	Rate Period Two Monte					Total	Rate Period Three Monte					Allocation
	Campbell	Los Gatos	Sereno	Saratoga	Total		Campbell	Los Gatos	Sereno	Saratoga	Total	
Total Calculated Costs Before Member Agency Reimbursements	N.A.	N.A.	N.A.	N.A.	N.A.	\$28,675,000	N.A.	N.A.	N.A.	N.A.	\$29,694,055	89.93%
Total Calculated Costs Before Member Agency Reimbursements Adjustment Factor											1.036	
Total Member Agency Reimbursements	\$ 1,040,000	\$ 1,475,000	\$ 30,000	\$ 640,000	N.A.	\$ 1,084,000	\$ 1,536,000	\$ 31,500	\$ 673,000	\$ 3,324,500	10.07%	
Member Agency Reimbursements Adjustment Factor						1.042	1.041	1.050	1.052			
Total Calculated Costs											\$33,018,555	
Rate Adjustment Factor						1.036	1.036	1.037	1.037			

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

2. Example Calculation of the Rate Adjustment Factors and Adjusted Rates for Rate Period Three

a. Rate Period Three Costs

Total Calculated Costs Before Member Agency Reimbursements = \$29,694,055

Total Member Agency Reimbursements = \$3,324,500

Total Calculated Costs = \$29,694,055 + \$3,324,500 = \$33,018,555

Total Calculated Costs Before Member Agency Reimbursements Percentage =
 $\$29,694,055 / \$33,018,555 = 89.93\%$

Total Member Agency Reimbursements Percentage = $\$3,324,500 / \$33,018,555 = 10.07\%$

b. Rate Adjustment Factors

Total Calculated Costs Before Member Agency Reimbursements Adjustment Factor =
 $\$29,694,055 / \$28,675,000 = 1.036$

Campbell Total Member Agency Reimbursements Adjustment Factor = $\$1,084,000 / \$1,040,000 = 1.042$

Los Gatos Total Member Agency Reimbursements Adjustment Factor = $\$1,536,000 / \$1,475,000 = 1.041$

Monte Sereno Total Member Agency Reimbursements Adjustment Factor = $\$31,500 / \$30,000 = 1.050$

Saratoga Total Member Agency Reimbursements Adjustment Factor = $\$673,000 / \$640,000 = 1.052$

c. Member Agency Rate Adjustment Factors

Campbell = $(1.036 \times 89.93\%) + (1.042 \times 10.07\%) = 1.036$

Los Gatos = $(1.036 \times 89.93\%) + (1.041 \times 10.07\%) = 1.036$

Monte Sereno = $(1.036 \times 89.93\%) + (1.050 \times 10.07\%) = 1.037$

Saratoga = $(1.036 \times 89.93\%) + (1.052 \times 10.07\%) = 1.037$

d. 20-gallon Single-Family Rate for Rate Period Three (effective July 1, 2026)

Campbell = $\$31.25 \times 1.036 = \32.38

Los Gatos = $\$33.23 \times 1.036 = \34.43

Monte Sereno = $\$34.76 \times 1.037 = \36.05

Saratoga = $\$33.48 \times 1.037 = \34.72

B. EXAMPLE B

1. Assumptions for Example Adjustment to Contractor's Compensation:

- a. Most-Recently Completed Rate Period = Rate Period One (July 1, 2024 through June 30, 2025)

EXHIBIT E1 INDEX-BASED RATE ADJUSTMENT METHODOLOGY

- b. Then-current Rate Period = Rate Period Two (July 1 ,2025 through June 30, 2026)
- c. Coming Rate Period = Rate Period Three (July 1 ,2026 through June 30, 2027)
- d. Recyclable Materials Processing Costs per Ton for the coming Rate Period = \$62.00 per Ton
- e. Recyclable Materials Processing Rebate per Ton for the coming Rate Period = - \$30.63 per Ton
- f. Residential Organic Materials Processing Costs per Ton for the coming Rate Period = \$97.00 per Ton
- g. Commercial Organic Materials Processing Cost per Ton for the coming Rate Period = \$103.00
- h. Disposal cost for the coming Rate Period = \$104.00 per Ton
- i. Annual Percentage Change in the ECI = - 0.045
- j. Annual Percentage Change in the CPI-U = - 0.040
- k. Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index = 0.031
- l. Annual Percentage Change in the Fuel Index = 0.075
- m. Annual Percentage Change in the Recyclables Rebate Index = 0.021
- n. Tonnages for the most-recently completed 12-month period:
 - Recyclable Materials – 17,400 Tons (900 Tons attributable to Drop Box)
 - Residential Organic Materials – 20,600 Tons (1,500 Tons attributable to Drop Box)
 - Commercial Organic Materials – 2,150 Tons (150 Tons attributable to Drop Box)
 - Solid Waste – 25,300 Tons (1,800 Tons attributable to Drop Box)

Note: All values presented in the following table are hypothetical and used for illustrative purposes only.

Example B Calculation of Total Calculated Costs for Rate Period Three

Table 1. Disposal and Processing Tip Fee Adjustments

Disposal and Processing Tip Fee Adjustment (per Ton)	Rate Period Two	Adjustment Index	Adjustment Factor	Rate Period Three
Recyclable Materials Processing Tip Fee	\$ 60.00	N.A.	N.A.	\$ 62.00
Recyclable Materials Processing Rebate	\$ (30.00)	RRI	1 + .021	\$ (30.63)
Residential Organic Materials Processing Tip Fee	\$ 94.00	N.A.	N.A.	\$ 97.00
Commercial Organic Materials Processing Tip Fee	\$ 102.00	N.A.	N.A.	\$ 103.00
Solid Waste Disposal Tip Fee	\$ 100.00	N.A.	N.A.	\$ 104.00

EXHIBIT E1 INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Table 2. Total Calculated Costs before Member Agency Reimbursements

	Rate Period Two	Adjustment Index	Adjustment Factor	Rate Period Three
Annual Cost of Operations				
Labor-Related Costs	\$ 10,000,000	ECI	1 + -0.045	\$ 9,550,000
Vehicle-Related Costs (excluding fuel)	\$ 1,500,000	MVI	1 + 0.031	\$ 1,546,500
Fuel Costs	\$ 300,000	FUEL	1 + 0.075	\$ 322,500
Other Costs	\$ 2,000,000	CPI-U	1 + -0.040	\$ 1,920,000
Direct Depreciation	\$ 1,500,000	N.A.	N.A.	\$ 1,500,000
Allowed Costs (Labor, Vehicle, Fuel, and Other Costs)*	\$ 3,000,000	CPI-U	1 + -0.040	\$ 2,880,000
Allocated Costs (Depreciation and Start-Up)	\$ 400,000	N.A.	N.A.	\$ 400,000
Total Annual Cost of Operations	\$ 18,700,000			\$ 18,119,000
Profit (assuming operating ratio of 0.8)	\$ 4,675,000			\$ 4,529,750
Costs Excluded from the Calculation of Profit				
Recyclable Materials Processing Costs	\$ 1,000,000	Tip Fee x Tons	16,500 x \$62.00	\$ 1,023,000
Recyclable Materials Processing Rebate	\$ (400,000)	Tip Fee x Tons	16,500 x \$(30.63)	\$ (505,395)
Residential Organic Materials Processing Costs	\$ 1,800,000	Tip Fee x Tons	19,100 x \$97.00	\$ 1,852,700
Commercial Organic Material Processing Costs	\$ 200,000	Tip Fee x Tons	2,000 x \$103.00	\$ 206,000
Solid Waste Disposal Costs	\$ 2,300,000	Tip Fee x Tons	23,500 x \$104.00	\$ 2,444,000
Interest Expense	\$ 400,000	N.A.	N.A.	\$ 400,000
Direct Lease Costs	\$ -	N.A.	N.A.	\$ -
Allocated Lease Costs	\$ -	N.A.	N.A.	\$ -
Total Costs Excluded from the Calculation of Profit	\$ 5,300,000			\$ 5,420,305
Other Adjustments (as needed from time to time)	N.A.	N.A.	N.A.	
Total Costs Before Member Agency Reimbursements	\$ 28,675,000			\$ 28,069,055

*Fuel costs included in allocated costs shall be adjusted using the CPI-U not Fuel Index.

EXHIBIT E1 INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Table 3. Member Agency Reimbursements

	Rate Period Two Monte					Adjustment Index	Adjustment Factor	Rate Period Three Monte				
	Campbell	Los Gatos	Sereno	Saratoga	Total			Campbell	Los Gatos	Sereno	Saratoga	Total
Member Agency Reimbursements**												
Vehicle Impact Mitigation Reimbursement	\$ 500,000	\$ 800,000	\$ -	\$ 400,000	\$ 1,700,000	CPI-U**	1 + -0.040	\$ 480,000	\$ 768,000	\$ -	\$ 384,000	\$ 1,632,000
Street Maintenance Reimbursement	\$ 300,000	\$ 400,000	\$ -	\$ 100,000	\$ 800,000	CPI-U**	1 + -0.040	\$ 288,000	\$ 384,000	\$ -	\$ 96,000	\$ 768,000
HHW Reimbursements	\$ 40,000	\$ 60,000	\$ 10,000	\$ 40,000	\$ 150,000	Actuals	N.A.	\$ 42,000	\$ 63,000	\$ 10,500	\$ 43,000	\$ 158,500
Administration Reimbursement	\$ 200,000	\$ 215,000	\$ 20,000	\$ 100,000	\$ 535,000	Actuals	N.A.	\$ 230,000	\$ 255,000	\$ 25,000	\$ 120,000	\$ 630,000
Total Member Agency Reimbursements	\$ 1,040,000	\$ 1,475,000	\$ 30,000	\$ 640,000	\$ 3,185,000			\$ 1,040,000	\$ 1,470,000	\$ 35,500	\$ 643,000	\$ 3,188,500

** Member Agency Reimbursements shall either be increased by the Annual Percentage Change in the CPI-U, or as otherwise directed by the Member Agency or Authority.

Table 4. Rate Adjustment Factors

	Rate Period Two Monte					Total	Rate Period Three Monte					Allocation
	Campbell	Los Gatos	Sereno	Saratoga	Total		Campbell	Los Gatos	Sereno	Saratoga	Total	
Total Calculated Costs Before Member Agency Reimbursements	N.A.	N.A.	N.A.	N.A.	\$28,675,000	N.A.	N.A.	N.A.	N.A.	\$28,069,055	89.80%	
Total Calculated Costs Before Member Agency Reimbursements Adjustment Factor										1.000		
Total Member Agency Reimbursements	\$ 1,040,000	\$ 1,475,000	\$ 30,000	\$ 640,000	N.A.	\$ 1,040,000	\$ 1,470,000	\$ 35,500	\$ 643,000	\$ 3,188,500	10.20%	
Member Agency Reimbursements Adjustment Factor						1.000	0.997	1.183	1.005			
Total Calculated Costs										\$31,257,555		
Rate Adjustment Factor						1.000	1.000	1.019	1.000			

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

2. Example Calculation of the Rate Adjustment Factors and Adjusted Rate for Rate Period Three

a. Rate Period Three Costs

Total Calculated Costs Before Member Agency Reimbursements = \$28,069,055

Total Member Agency Reimbursements = \$3,188,500

Total Calculated Costs = \$28,069,055 + \$3,188,500 = \$31,257,555

Total Calculated Costs Before Member Agency Reimbursements Percentage =
 $\$28,069,055 / \$31,257,555 = 89.80\%$

Total Member Agency Reimbursements Percentage = $\$3,188,500 / \$31,257,555 = 10.20\%$

b. Rate Adjustment Factors

Rate Period Three Total Calculated Costs Before Member Agency Reimbursements \$28,069,055 < Rate Period Two Total Calculated Costs Before Member Agency Reimbursements \$28,675,000, therefore Total Calculated Costs Before Member Agency Reimbursements Adjustment Factor = 1.00

Campbell Total Member Agency Reimbursements Adjustment Factor = $\$1,040,000 / \$1,040,000 = 1.000$

Los Gatos Total Member Agency Reimbursements Adjustment Factor = $\$1,470,000 / \$1,475,00 = 0.997$

Monte Sereno Total Member Agency Reimbursements Adjustment Factor = $\$35,500 / \$30,000 = 1.183$

Saratoga Total Member Agency Reimbursements Adjustment Factor = $\$643,000 / \$640,000 = 1.005$

c. Member Agency Rate Adjustment Factors

Campbell = $(1.00 \times 89.80\%) + (1.000 \times 10.20\%) = 1.000$

Los Gatos = $(1.00 \times 89.80\%) + (0.997 \times 10.20\%) = 1.000$

Monte Sereno = $(1.00 \times 89.80\%) + (1.183 \times 10.20\%) = 1.019$

Saratoga = $(1.00 \times 89.80\%) + (1.005 \times 10.20\%) = 1.000$

d. 20-gallon Single-Family Rate for Rate Period Three (effective July 1, 2026)

Campbell = $\$31.25 \times 1.000 = \31.25

Los Gatos = $\$33.23 \times 1.000 = \33.23

Monte Sereno = $\$34.76 \times 1.019 = \35.42

Saratoga = $\$33.48 \times 1.000 = \33.48

e. Subsequent Rate Period Adjustments

Cost savings to be applied as an "Other Adjustments" in the subsequent Rate Period adjustment calculations as an offset to Total Calculated Costs Before Member Agency Reimbursements = $\$28,069,055 - \$28,675,000 = - \$605,945$

EXHIBIT E1

INDEX-BASED RATE ADJUSTMENT METHODOLOGY

6. Other

If an index described in Section 2 is discontinued, the successor index with which it is replaced shall be used for subsequent calculations. If no successor index is identified by the Bureau of Labor Statistics or Pacific Gas and Electric Company (if applicable), the index published by the organization that is most comparable shall be used.

EXHIBIT E2:
COST-BASED RATE ADJUSTMENT METHODOLOGY

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

1. General

The Authority and Contractor shall use the cost-based Rate adjustment method described in this Exhibit to determine Rates for Rate Periods Four and Eight, and if the Contractor requests an extraordinary Rate adjustment in accordance with Agreement Section 8.3. If the Term is extended, subsequent Rate Periods shall be adjusted pursuant to Section 8.2.C. The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, Routes, Route hours, Customers, and their Service Levels, etc.) to determine the Actual Allowable Total Annual Cost of Operations for the most-recently completed Rate Period and to forecast the Total Contractor's Compensation for the coming Rate Period. A Rate Adjustment Factor is applied to the then-current Rates to determine the Rates for the coming Rate Period.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation or deflation, the number of Customers, and the Service Level of Customers.

The Total Calculated Costs Before Member Agency Reimbursements Rate Adjustment Factor calculated pursuant to this Exhibit E2 may not exceed ten percent (10%), the calculated dollar amount exceeding ten percent (10%) shall be reflected as an "Other Adjustment" in the next scheduled Rate adjustment ("roll-over"). The Authority shall not be required to compensate Contractor for any cumulative "roll-over" amounts remaining at the end of the Agreement Term.

In the event the Total Calculated Costs Before Member Agency Reimbursements calculated pursuant to this Exhibit E2 results in a negative Total Costs before Member Agency Reimbursements Adjustment Factor, the Authority reserves the right to "roll-under" the reduction to the Total Calculated Costs Before Member Agency Reimbursements, but the calculated reduction to the Total Calculated Costs Before Member Agency Reimbursements shall then be deferred to the following Rate Period as a credit against future Rate increases.

A. Contractor's Rate Application. Contractor's Rate application for any Rate Period where Rates shall be adjusted using the cost-based methodology described in this Exhibit E2, shall include the information described in this Section 1.A. With the exception of the information identified in Subsections 1 and 2 below, all other items listed may be requested by the Authority Contract Manager at any time during the Term of the Agreement and Contractor shall comply with that request in a timely fashion.

- 1. Financial Statements.** Within one hundred twenty (120) calendar days after the close of the Contractor's fiscal year (June 30), Contractor shall deliver to the Authority one (1) hard copy of the reviewed (or audited) consolidated financial statements of Contractor for the preceding fiscal year. Financial statements shall include a supplemental combining schedule showing Contractor's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement separate from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied and fairly reflecting the results of operations and Contractor's financial condition. Annual financial statements shall be reviewed (or audited), in accordance with Generally Accepted Auditing Standards (GAAS) by a Certified Public Accountant (CPA) licensed (in good standing) to practice public accounting in the State as determined by the State Department of Consumer

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

Affairs Board of Accountancy. The CPA's opinion on Contractor's annual financial statements shall be unqualified and shall contain the CPA's conclusions regarding the Contractor's accounting policies and procedures, internal controls, and operating policies. The CPA shall perform an evaluation and, if necessary, shall cite recommendations for improvement.

- 2. Financial Statement Reconciliation.** Contractor shall provide a schedule that clearly and accurately ties the amounts shown in Contractor's Rate application to Contractor's financial statements. Such schedule shall include any and all allocation factors and methodologies used to report cost and operating information for services provided to the Authority under this Agreement separately from Contractor obligations related to other public or private entities. Such statement of reconciliation shall include:
 - a. General explanation of the various allocation methodologies used for each Rate application line item.
 - b. Specific examples of each type of allocation used showing how an entry is reported in the general ledger and ties to the Rate application.
 - c. Statement indicating whether there have been any changes in allocation methods used since the last Rate application. If any allocation methods have changed clearly identify those changes.

- 3. Operational Information.**
 - a. Routes by Line of Business:
 - i. Number of Routes per day.
 - ii. Types of vehicles.
 - iii. Crew size per Route.
 - iv. Number of full time equivalent (FTE) Routes.
 - v. Number of accounts and cubic yards scheduled per Route.
 - vi. Total Route hours per Line of Business per year.
 - vii. Average cost per Route.
 - b. Personnel:
 - i. Organizational chart.
 - ii. Job classifications and number of employees (e.g., administrative, Customer service representatives, drivers, supervisors, educational staff).
 - iii. Wages by job classification.
 - iv. Number of FTE positions for each job classification.
 - v. Number of hours per job classification per year.
 - c. Productivity Statistics:
 - i. Average Number of accounts per Route per day by Line of Business.
 - ii. Average number of setouts per Route per day by Line of Business.
 - iii. Average Tons per Route per day by vehicle type (i.e., side-loader, front-loader, roll-off).
 - iv. Average cubic yards of Collection scheduled per Route.
 - d. Vehicles:
 - i. List of Collection vehicles including year purchased and mileage.

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

- ii. Average age of mobile equipment with oldest and newest.
 - e. Operational Changes:
 - i. Number of Routes.
 - ii. Staffing.
 - iii. Supervision.
 - iv. Collection services.
- 4. **Variance Analysis.** Provide the following variance analysis for each Line of Business. For any variances greater than five percent (5%) annually, Contractor shall provide sufficient rationale to support variance:
 - a. Variance analysis comparing current Rate Period to each of the prior Rate Periods of Agreement.
 - b. Variance analysis comparing current Rate Period to each of the future projected Rate Periods.
- 5. **Projections.** Provide the following projection data:
 - a. Provide support for the basis for projected Gross Receipts and line-item expenses, clearly indicate the supporting calculations and assumptions.
 - b. Provide support for the most-recent twelve (12) months of Tonnage data for Rate Period ending June 30. Clearly indicate the supporting calculations and assumptions.

2. Forecasting Total Contractor's Compensation

The Total Contractor's Compensation for the coming Rate Period shall be forecasted in the manner described in this Section.

A. Forecasting Total Annual Cost of Operations

1. **Determine Actual Allowable Total Annual Cost of Operations.** Contractor's financial statements, books, and records shall be reviewed to determine Contractor's "Actual Allowable Total Annual Cost of Operations" for the most-recently completed Rate Period to perform all the services in the manner required by this Agreement for each of the following cost categories:
 - a. Actual labor-related costs.
 - b. Actual vehicle-related costs (excluding fuel and depreciation).
 - c. Actual fuel costs.
 - d. Actual other costs (as defined on Form 6E of Exhibit G1).
 - e. Direct depreciation costs (in the amount specified in Exhibit E1).
 - f. Actual allocated costs (labor, vehicle, general and administrative, and other costs).
 - g. Actual allocated costs (depreciation and start-up) (in the amount stated in Exhibit E1).
2. **Non-Allowable Costs.** The following list of non-allowable costs shall be deducted from the Contractor's actual costs when determining the Actual Allowable Total Annual Cost of

EXHIBIT E2

COST-BASED RATE ADJUSTMENT METHODOLOGY

Operations.

- a. Labor, equipment, fuel, and start-up costs for personnel, vehicles, and facilities that are not specified in the proposal forms contained in Exhibit G1 and/or that cannot be demonstrated to have been incurred as part of the performance of services under this Agreement including, without limitation, as the result of growth in the number of Customers and/or the levels and/or types of services provided.
- b. Payments to directors and/or Owners of Contractor, unless the amount paid is reasonable compensation for services actually rendered. Reasonableness shall be determined based on available market pricing for similar services and shall be in the reasonable discretion of the Authority Contract Manager.
- c. Travel expenses and entertainment (above five thousand dollars (\$5,000) annually in total) expenses, unless authorized in advance by the Authority Contract Manager.
- d. Payments to repair damage to public or private property for which Contractor is legally liable.
- e. Fines or penalties of any nature.
- f. Liquidated Damages assessed under this Agreement.
- g. Federal or State income taxes.
- h. Cash donations or value of in-kind services provided to charitable, political, youth, civic, or other community organizations unless such donation has been previously approved in writing as an allowable expense by the Authority Contract Manager.
- i. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices, and other facilities if such items are leased as specified in Exhibit G1.
- j. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which the Authority and/or Member Agencies and Contractor are adverse Parties.
- k. Attorneys' fees and other expenses incurred by Contractor arising from any act or omission in violation of this Agreement.
- l. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; and attorneys' fees and expenses incurred by Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against Contractor also provides for separate potential liability for the Authority and/or Member Agencies derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.
- m. Payments to Related-Party Entities for products or services, in excess of the market value for those products or services, provided that the Authority may use information available to it to verify market pricing for similar products and services.
- n. Goodwill.
- o. Unreasonable profit-sharing distributions.

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COST-BASED RATE ADJUSTMENT METHODOLOGY

- p. Replacement costs for Containers that need to be replaced because the useful life of such Container was less than the Term.
- q. Administrative costs greater than the administrative costs presented in Contractor's Proposal (Exhibit G) adjusted annually by one (1) plus the Annual Percentage Change in the CPI-U.
- r. Bad debt write-offs in excess of two percent (2%) of annual Rate revenues.

3. Forecasted Total Annual Cost of Operations. Forecasted Total Annual Cost of Operations for the coming Rate Period shall be calculated based on Actual Allowed Total Cost of Operations for the most-recently completed Rate Period determined in accordance with Sections 2.A.1 and 2.A.2 above. The forecasts shall be performed in the following manner:

- a. **Forecasted labor-related costs** shall be calculated for the coming Rate Period by the lesser of:
 - (i) multiplying the allowed labor-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the ECI; and,
 - (ii) multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in the ECI; OR,

The Labor-Related Costs component of Total Calculated Costs for the then-current Rate Period is multiplied by one (1) plus the Annual Percentage Change in the ECI.

- b. **Forecasted vehicle-related costs** (excluding fuel and depreciation costs) shall be calculated for the coming Rate Period by:
 - (i) multiplying the allowed vehicle-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index; and,
 - (ii) multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index.
- c. **Forecasted fuel costs** shall be calculated for the coming Rate Period by (i) multiplying the allowed fuel costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in the Fuel Index, and (ii) multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in the Fuel Index.
- d. **Forecasted other costs** shall be calculated for the coming Rate Period by (i) multiplying the allowed other-related costs, both direct and allocated, for the most-recently completed Rate Period by one (1) plus the Annual Percentage Change in CPI-U, and (ii) multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in the CPI-U.

- e. **Forecasted direct depreciation expense** shall be the amount specified in in Section 2.A.5 of Exhibit E1. Direct depreciation expense is a fixed cost and is not subject to inflation.

- f. **Forecasted allocated labor-related, vehicle-related, general and administrative, and other costs** shall be calculated for the coming Rate Period by:
 - (i) multiplying the allowed other-related costs for most-recently completed Rate

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Period by one (1) plus the Annual Percentage Change in CPI-U; and,
(ii) multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in CPI-U (except in each case as provided in 3.a. above).

- g. Forecasted allocated depreciation and start-up expense** shall be the amount specified in Section 2.A.7 of Exhibit E1.
- h. Forecasted Total Annual Cost of Operations** for the coming Rate Period shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Exhibit E2:
- i. Forecasted labor-related costs.
 - ii. Forecasted vehicle-related costs (excluding fuel and depreciation costs).
 - iii. Forecasted fuel costs.
 - iv. Forecasted other costs.
 - v. Forecasted direct depreciation expense.
 - vi. Forecasted allocated labor-related, vehicle-related, general and administrative, and other costs.
 - vii. Forecasted allocated costs for depreciation and start-up.
- B. Forecast Profit.** Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio as described in Exhibit E1, Section 2. Profit shall be calculated using the following formula:

Profit = (Forecasted Total Annual Cost of Operations / Operating Ratio) – Forecasted Total Annual Cost of Operations

For example:

1. Assuming an operating ratio of 92%
 2. Assuming a Forecasted Total Annual Cost of Operations of \$1,000,000
 3. Profit = (\$1,000,000 / 0.92) – \$1,000,000 = \$86,956.52
- C. Forecast Costs Excluded from the Calculation of Profit.** Costs Excluded from the Calculation of Profit for the coming Rate Period shall be forecasted in the following manner:
1. **Forecasted Recyclable Materials Processing Costs** shall be calculated in the manner described in Section 2.C.1 of Exhibit E1.
 2. **Forecasted Residential Organic Materials Processing Costs** shall be calculated in the manner described in Section 2.C.3 of Exhibit E1.
 3. **Forecasted Commercial Organic Materials Processing Costs** shall be calculated in the manner described in Section 2.C.4 of Exhibit E1.
 4. **Forecasted Disposal Costs** shall be calculated in the manner described in Section 2.C.5 of Exhibit E1.
 5. **Forecasted Interest Expense** shall be calculated in the manner described in Section 2.C.6 of Exhibit E1.
 6. **Forecasted Direct Lease Costs** shall be calculated in the manner described in Section 2.C.7 of Exhibit E1.

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7. **Forecasted Allocated Lease Costs** shall be calculated in the manner described in Section 2.C.8 of Exhibit E1.
 8. **Total Costs Excluded from Calculation of Profit** shall be the sum of the amounts in subsections (1) through (7) above.
- D. **Forecast Member Agency Reimbursements.** Member Agency Reimbursements shall be calculated in the manner described in Section 2.E of Exhibit E1.

3. Projected Gross Rate Revenue

Projected Gross Rate Revenue at then-current Rates shall reflect projected annual Gross Rate Revenues from all Customers based on then-current Rates and then-current Customer Service Levels, inclusive of all Rates and special charges authorized and exclusive of Gross Rate Revenue from Drop Box Collection under this Agreement. For the purposes of determining Customer Service Levels for on-call services (e.g., Drop-Box service provided less than weekly, Bin rentals) and special charges (e.g., Push/Pull Charges, lock/unlock charges), the prior twelve (12) months of billing activity for such services and special charges shall be used.

Projected Gross Rate Revenues Excluding Member Agency Reimbursements shall be calculated as the Projected Gross Rate Revenues for the then-current Rate Period minus the Member Agency Reimbursements for all Member Agencies for the current Rate Period as ratified by the Authority Contract Manager.

4. Rate Adjustment Factor

A Rate Adjustment Factor shall be calculated for each Member Agency. The Rate Adjustment Factor shall be a weighted average of a Total Calculated Costs Before Member Agency Reimbursements Adjustment Factor and a Member Agency Reimbursements Adjustment Factor and shall be calculated as follows:

The Total Costs before Member Agency Reimbursements Adjustment Factor shall equal the Forecasted Total Calculated Costs for the coming Rate Period divided by the Project Gross Rate Revenues Before Member Agency Reimbursements.

The Member Agency Reimbursements Adjustment Factor shall be the Total Member Agency Reimbursements for a Member Agency for the coming Rate Period divided by the Member Agency Reimbursements for a Member Agency for the then-current Rate Period.

The Rate Adjustment Factor for each Member Agency shall be calculated in the manner described in Section 3 of Exhibit E1. The Rate Adjustment Factor shall be rounded to the nearest thousandth.

5. Adjustment of Rates

Each then-current Rate shall be multiplied by the Member Agencies' Rate Adjustment Factor to calculate the effective Rate for the coming Rate Period.

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**EXHIBIT F:
PERFORMANCE STANDARDS AND LIQUIDATED
DAMAGES**

EXHIBIT F PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

1. General

- A. **Defined Terms.** Exhibit F relies on the terms “Complaint,” “Corrective Action Plan”, “Service Opportunity,” and “Total Service Opportunities,” as defined in Exhibit A.
- B. **Total Service Opportunities - Example Calculation.** Figure 1 specifies how “Total Service Opportunities” will be calculated for use in Section 3 Compliance Assessment.

Figure 1 - Total Service Opportunities Example Calculation - Weekly, All Materials

Container Size	Containers	Collection Frequency per Week	Service Opportunities Calculation	Service Opportunities
Single Family				
20 Gallon	2,164	1	2164 x 1	2164
35 Gallon	25,925	1	25925 x 1	25925
65 Gallon	7,001	1	7001 x 1	7001
95 Gallon	55,789	1	55789 x 1	55789
Total Single Family Service Opportunities				90879
Multi-Family/Commercial				
35 Gallon	768	1	768 x 1	768
65 Gallon	652	1	652 x 1	652
95 Gallon	2410	1	2410 x 1	2410
95 Gallon	5	2	5 x 2	10
1 Yard	8	1	8 x 1	8
1 Yard	3	2	3 x 2	6
1.5 Yard	822	1	1 x 822	822
1.5 Yard	89	2	2 x 89	178
1.5 Yard	27	3	3 x 27	81
1.5 Yard	7	5	5 x 7	35
2 Yard	534	1	1 x 534	534
2 Yard	152	2	2 x 152	304
2 Yard	41	3	3 x 41	123
2 Yard	1	4	4 x 1	4
2 Yard	9	5	5 x 9	45
3 Yard	621	1	1 x 621	621
3 Yard	351	2	2 x 351	702
3 Yard	183	3	3 x 183	549
3 Yard	17	4	4 x 17	68
3 Yard	66	5	5 x 66	330
4 Yard	93	1	1 x 93	93
4 Yard	47	2	2 x 47	94
4 Yard	30	3	3 x 30	90
4 Yard	6	4	4 x 6	24
4 Yard	20	5	5 x 20	100
6 Yard	53	1	1 x 53	53
6 Yard	44	2	2 x 44	88
6 Yard	41	3	3 x 41	123
6 Yard	4	4	4 x 4	16
6 Yard	11	5	5 x 11	55
6 Yard	2	6	6 x 2	12
Total Multi-Family/Commercial Service Opportunities				8998
Total Service Opportunities				99877

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

2. Liquidated Damages

The Authority hereby establishes specific standards of performance under the Agreement that: 1) measure compliance with varied and important aspects of Contractor performance; 2) can be easily verified with regularly collected data or observation; and, 3) have no threshold for noncompliance. The Authority Contract Manager shall review the following performance standards on a quarterly basis. In the event the Authority Contract Manager determines that Contractor has failed to meet a performance standard established for any of the following, the Authority Contract Manager may in its sole discretion assess Liquidated Damages as specified below, pursuant to Section 10.6 of the Agreement. To the extent the noncompliance continues in successive quarters, the Authority Contract Manager may continue to assess Liquidated Damages. The Authority may furthermore exercise its right to terminate this Agreement in accordance with Section 10.2 of this Agreement.

Performance Area	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1 Service Quality and Reliability	Double Missed Collection	Each occurrence where Contractor fails to Collect Discarded Materials from the same Customer on two (2) consecutive scheduled pickups, which have been properly set out for Collection, unless Contractor leaves a Non-Collection Notice specifying the reasons for non-Collection and available remedies.	No acceptable failure level	\$200/Event
2 Customer Service	Resolve Missed Collection	Each occurrence where Contractor fails to resolve Customer Complaint of a missed pickup (for which a Container was properly set out for Collection, unless Contractor left a Non-Collection Notice specifying the reasons for non-Collection and available remedies) within two (2) Business Days of receipt of Complaint.	No acceptable failure level	\$200/Event

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Performance Area	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
2 Customer Service	Failure to Commence Service	Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, within seven (7) calendar days of receiving such request for new Customer receiving new service and within fourteen (14) calendar days for an existing Customer requesting a change in or addition to existing Service Levels, including delivering kitchen pails and/or Used Oil Recovery Kits to Customers upon request.	No acceptable failure level	\$200/Container/ Week
2 Customer Service	Failure to Replace Container	Any failure by Contractor to replace or repair a damaged Container with cosmetic damages (e.g., cracked lid) within fifteen (15) Business Days of receiving such a request from a Customer, or for a Container with damages causing the Container to be non-serviceable (e.g., broken wheel) within the Customer's next regularly scheduled Collection day.	No acceptable failure level	\$100/Event
2 Customer Service	Remove Graffiti	Any failure by Contractor, on or after June 1, 2024, to remove graffiti from Containers within two (2) Working Days following identification by Contractor or notice by the Authority or Customer if such graffiti includes any written or pictorial obscenities, or if such graffiti does not include any written or pictorial obscenities, within ten (10) Business Days.	No acceptable failure level	\$25/Container
2 Customer Service	Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.	No acceptable failure level	\$500/Event
5 Facilities	Non-approved facilities	Each occurrence of Delivering materials to a Facility other than the applicable Designated Facility or Approved Facility.	No acceptable failure level	\$1,000/Load

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Performance Area	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
6 Reporting	Late Report	Each occurrence of a report or other plan, as required under Exhibit C and Exhibit D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted including all requirements pursuant to Exhibit D and mutually agreed format, except that Liquidated Damages shall be waived if Contractor self-identifies the inaccuracy(ies) and submits a correction(s).	No acceptable failure level	\$250/Day
6 Reporting	Access to Records	Each occurrence of the Authority Contract Manager requesting information required to be maintained by Contractor where Contractor fails to provide such information within five (5) Business Days.	No acceptable failure level	\$1,000/Event

By placing designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions at the time that the Agreement was made.

Contractor
Initial Here: _____

Authority
Initial Here: _____

3. Compliance Monitoring and Assessment

The Authority has established standards of performance under the seven "Performance Areas" listed below. The Authority Contract Manager may at any time and with any frequency during the Term, monitor Contractor's performance in each Performance Area based on the applicable "Performance Indicators" identified below for each Performance Area. In monitoring compliance with the performance standards specified in this Section 3, the Authority Contract Manager may assess compliance through a range of activities which may include, but not be limited to, an information request(s) to Contractor, or conduct of performance review and/or auditing activities as provided in Section 6.3 of this Agreement.

In the event the Authority Contract Manager determines that Contractor has failed to meet any performance standard established in this Section 3 and remains in noncompliance for more than twenty (20) Business Days, or has otherwise exhibited a pattern of intermittent noncompliance with provisions of the Agreement specified for each performance area, the Authority Contract Manager may initiate the corrective action process specified in subsection 4 of this Exhibit F. For the purposes of this Exhibit F, "intermittent noncompliance" is defined as three (3) or more periods of time within any twelve (12)

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

month period in which Contractor has remained in noncompliance with one (1) or more of the performance standards defined in this subsection 3 for ten (10) or more Business Days following issuance of Authority notice. To the extent any aspect of the noncompliance constitutes or may constitute an event of default under Section 10.1, the Authority Contract Manager shall initiate the cure process defined in Section 10.2.

A. Performance Area No. 1: Service Quality and Reliability

Overall Performance Indicator: Contractor’s service quality and reliability shall be considered acceptable if the total number of calls and emails related to the performance measures in the following table received by Contractor or the Authority from Customers served under this Agreement does not exceed one (1) per one thousand (1,000) Total Service Opportunities.

Specific Performance Measure	Definition
Missed Collections	Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection, unless Contractor leaves a Non-Collection Notice specifying the reasons for non-Collection and available remedies.
Failure to Correct Missed Collections	Each “Missed Collection” as defined above that is not Collected pursuant to Section 5.11, unless Contractor leaves a Non-Collection Notice specifying the reasons for non-Collection and available remedies.
Failure to Return Container to Location of Setout	Failure to properly return empty Carts or Bins to the Collection location, or to place Carts upright.
Failure to Clean-Up Spillage	Pursuant to Section 5.4.B, each failure by Contractor to clean up, within one (1) Business Day of an observed spill, any fluids spilled or leaked from a Container or Collection vehicle. Pursuant to Section 5.4.B, each failure by Contractor to clean up prior to leaving the Collection location of an observed spill, any solid materials spilled from a Container or Collection vehicle.
Damage to Property	Each event of damage to either public or private property as a result of Collection activity, including without limitation Curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables, excluding normal wear and tear.
Discourteous Behavior	Each Complaint received that is related to the discourteous behavior of Contractor’s employees.
Inaccurate Billing	Each Complaint received where Contractor billed a Customer in error, and such error is not corrected within seven (7) days of notification of such error by Customer. Inaccurate billing may include, but is not limited to: (i) either over- or under-charging of the Customer relative to the approved maximum Rates for services; (ii) charging the Customer a Rate that is not the same as other Customers with the same Service Level; (iii) charging a Customer for an increased Service Level prior to providing the service; and, (iv) not charging a Customer for reduced Service Level within seven (7) days of the date Customer requested the change, regardless of whether or not Contractor delivers the appropriate Containers or modifies the Service Level within that timeframe.

EXHIBIT F PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Specific Performance Measure	Definition
Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.

B. Performance Area No. 2: Customer Service

Performance Indicator: The level of Customer service provided by Contractor shall be considered acceptable if the total number of Complaints regarding the performance measures specified in the following table received by the Contractor or the Authority does not exceed one (1) per one thousand (1,000) Total Service Opportunities.

Specific Performance Measure	Definition
Failure to Resolve Complaint	Any failure by Contractor to resolve or remedy a Complaint to Customer's reasonable satisfaction within seven (7) calendar days of receiving such Complaint.
Failure to Answer Phones; Respond to Emails	Any failure by Contractor during normal business hours to answer a Customer telephone call within three (3) minutes, or to respond to a Customer email in the timeframe specified in Section 4.13.1.C. A call is not considered to be answered if the Customer does not speak with a live operator and did not get their request completed through an automated system. A call is considered to be answered if the Customer hangs-up or abandons the call following a hold time of less than three (3) minutes.

C. Performance Area No. 3: Outreach

Performance Indicator: Contractor's outreach performance shall be considered acceptable if service meets the requirements of Section 4.10 and Exhibit C. The following table specifies performance measures indicating unacceptable performance.

Specific Performance Measure	Definition
Failure to Perform Public Outreach Activities	Each failure by Contractor to develop, produce, and distribute a public outreach document or perform a community outreach activity in the form and manner required under Exhibit C to this Agreement.
Failure to Provide Targeted Technical Assistance	Each individual failure to provide targeted technical assistance to a Commercial or Multi-Family Customer, or to a Member Agency facility in the manner required under Exhibit C to this Agreement.
Delay in Annual Outreach Plan	Failure to submit the initial annual outreach plan by the Commencement Date or November 1, or to submit a revised plan within fifteen (15) Business Days after receiving the Authority Contract Manager's comments, as required by Exhibit C, Section 2.B.

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

D. Performance Area No. 4: Diversion

Performance Indicator: Contractor's Diversion performance, as provided in Section 5.10, shall be considered unacceptable if Contractor does not meet minimum Diversion Rates as described below.

Specific Performance Measure	Definition
Failure to Maintain Contractor's Minimum Required Diversion Rates by Weight	Failure to meet minimum Diversion Rates or continuous improvement indicators specified in Section 5.10 in any calendar year after 2024.

E. Performance Area No. 5: Facilities

Performance Indicator: Contractor's performance relative to facility use shall be considered acceptable when one hundred percent (100%) of all Tons for all material types Collected by Contractor are Delivered to the appropriate Approved Facility (including Designated Facility(ies) consistent with Sections 4.1, 4.2 and 4.3 of this Agreement. The following table specifies performance measures indicating unacceptable performance. This performance indicator shall not be subject to the twenty (20) calendar days or intermittent non-compliance standards described in Section 2 above.

Specific Performance Measure	Definition
Delivery to Non-Approved Facility	Each individual occurrence of delivering materials to a facility other than the Approved Facility designated for each material type under Sections 4.1, 4.2, and 4.3 of this Agreement.
Disposal of Material Targeted for Diversion	Each individual occurrence of Disposal rather than Processing of Recyclable Materials, Organic Materials, or C&D set out for Collection by the Customer, unless the contamination level in the Container exceeds the acceptable contamination level specified in this Agreement.
Mixing Material Types During Collection	Each individual Container that is Collected by Contractor in a vehicle comingling two (2) or more different material types (e.g., Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in Organic Materials vehicle, etc.), not permitted to be Collected together as allowed in this Agreement. This item does not apply to Collection in a Solid Waste vehicle of Containers with a contamination level that exceeds the acceptable contamination level specified in this Agreement.

F. Performance Area No. 6: Reporting

Performance Indicator: Contractor's reporting shall be considered acceptable if Contractor meets the performance measures specified in the following table.

EXHIBIT F PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Specific Performance Measure	Definition
Late Report	Submittal of a report or other information: <ol style="list-style-type: none"> 1. Required under Exhibit D to this Agreement after the specified due date. 2. Requested by the Authority Contract Manager more than seven (7) calendar days after the date requested.
Failure to Maintain or Provide Access to Records	Each occurrence of the Authority Contract Manager requesting information required to be maintained by Contractor where Contractor fails to provide such information.
Misleading/ Inaccurate Reporting	Each occurrence of a report submitted by Contractor providing materially inaccurate or intentionally misleading information or reporting to the Authority under or in regard to this Agreement.

G. Performance Area No. 7: SB 1383

Performance Indicator: Contractor's compliance with the SB 1383 requirements of the Agreement shall be acceptable if Contractor meets the performance measures specified in the following table and with the other SB 1383-related requirements of Article 4 of this Agreement.

Specific Performance Measure	Definition
Failure to Provide Recyclable Material and Organic Material Collection Services to every Customer	For each occurrence of failing to provide Customers with the three-Container system, including Recyclable Material and Organic Materials, unless Customer rejects such three-Container system and Contractor properly notifies the Authority of such rejection or the Customer has been approved by the Authority for a SB 1383 waiver. This item shall not apply to missed pickups, which is covered under Performance Area No. 1.
Failure to Conduct Route Reviews	Failure to conduct Route reviews as required by Section 4.16.2 of this Agreement.
Failure to Conduct Contamination Monitoring	Failure to conduct contamination monitoring as required by Section 4.16.1 of this Agreement.
Failure to Issue Contamination Notices, if Permitted by Authority	Failure to issue contamination notices as required by Section 4.16.1 of this Agreement.
Commingling with Non-Authority Materials	Commingling of materials Collected inside and outside the Authority Service Area during Collection unless otherwise permitted by the Authority.

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Specific Performance Measure	Definition
Failure to Comply with Container Labeling and Colors	For each occurrence of Contractor's failure to comply with Container labeling and color requirements pursuant to Section 5.7 of this Agreement, and not corrected within seven (7) Business Days of notice by Authority. This item shall not apply to Container labeling and color requirements changes resulting from a material program change.
Failure to Conduct Compliance Tasks	For each failure to conduct any compliance review, or cooperate in conducting waste evaluations pursuant to Sections 4.16 and 4.17, and/or failure to conduct any other SB 1383-related inspection required by this Agreement.
Failure to Conduct Follow-Up Inspections	For each failure to conduct an SB 1383 noncompliance Complaint investigation as required by Section 4.13.2 of this Agreement.

4. Corrective Action Process

Should the Authority Contract Manager determine that Contractor is noncompliant with the provision(s) of this Agreement as provided in subsection 3 of this Exhibit F, the Authority Contract Manager may initiate the corrective action process specified in this subsection 4. The Authority Contract Manager shall provide notice to the Contractor in writing of the specific area(s) of ongoing noncompliance and may suggest corrective actions required to achieve, and to remain in compliance. Within fifteen (15) calendar days of provision of the notice, Contractor will submit a payment of twenty-five hundred dollars (\$2,500.00) to the Authority Contract Manager to reimburse the Authority for costs incurred during the corrective action process.

The Authority Contract Manager may develop a Corrective Action Plan, or may require Contractor to develop a Corrective Action Plan for Authority Contract Manager approval; provided, however, a Corrective Action Plan shall not be effective (and neither party shall be bound thereto) unless and until agreed to by both Parties, as determined by each Party in its reasonable discretion. In the event the Parties are unable to mutually agree on a Correction Action Plan,, Contractor shall bear all costs associated with the Mediation portion of any dispute resolution related to a Corrective Action Plan. Any approved and adopted Corrective Action Plan shall fully identify the specific performance area(s) requiring correction, and shall specify at a minimum the specific tasks, schedule, milestone steps, budget, and Contractor and Subcontractor responsibilities by function and position in such detail as is necessary to provide for clear and unambiguous resolution of the issue(s). If the Authority Contract Manager develops a Corrective Action Plan, the Contractor shall provide any comments to a draft Corrective Action Plan developed by the Authority Contract Manager within fifteen (15) calendar days of receipt. Should the Authority Contract Manager require Contractor develop a Corrective Action Plan, Contractor shall submit the draft Plan within thirty (30) calendar days of such notice and shall submit a final Plan within fifteen (15) calendar days of receipt of Authority comments to the draft Plan.

The Authority Contract Manager shall inform the Board upon notifying Contractor of its intention to initiate a corrective action process and shall keep the Board apprised of progress in resolving the issue(s) identified in the Corrective Action Plan. Failure to meet the mutually agreed upon Plan development or review timelines specified in the previous paragraph, to meet the Corrective Action Plan schedule or to demonstrate good faith effort to do so, or failure to demonstrate achievement of compliance within the

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

specified schedule will result in an Authority Contract Manager recommendation to the Board to assess a penalty of up to one thousand (\$1,000) per day until compliance is achieved. Continued failure to fully mitigate the area(s) of noncompliance as provided in the Corrective Action Plan shall constitute an event of default as provided in Section 10.1, subject to the cure provisions of Section 10.2.

Contractor is solely responsible for all costs it incurs during the corrective action process described in this Section 4, and such costs are not allowable or recoverable in any way from the Authority, the Member Agencies, or Customers.

5. Failure to Fund Required Services, Personnel, or Equipment

Should Contractor fail to meet the following specific requirements contained in this Agreement, the Authority Contract Manager shall provide notice to the Contractor of such failure, and Contractor shall within fifteen (15) calendar days submit payment equal to the direct compensation costs identified below, for Authority reimbursement or a reimbursement toward Customer Rates, for unfilled positions or capital or other costs not incurred by Contractor, or to reimburse the Authority's direct and indirect costs for conducting Contractor's activities or for causing them to be conducted, at the Authority Contract Manager's sole discretion.

1. Fill or keep specified positions filled in accordance with Section 5.8.F.
2. Make capital purchases required for compliance with Collection vehicle requirements of Section 5.6 and/or Container requirements of Section 5.7.
3. Develop required facilities and/or specific facility capabilities to meet the requirements of Section 5.5.

**EXHIBIT G:
CONTRACTOR'S PROPOSAL**



Request for Proposals

For Organic Materials, Recyclable Materials, and Solid Waste Collection,
and Recyclable Materials and Organic Materials Processing.

WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY



5.2 Cover Letter



West Valley Solid Waste Management Authority
c/o Rob Hilton and HF&H Consultants, LLC
590 Ygnacio Valley Road, Suite 105
Walnut Creek, CA 94596

RE: Request for Proposals for Organic Materials, Recyclable Materials, and Solid Waste Collection; and, Recyclable Materials and Organic Materials Processing

Dear Mr. Hilton,

West Valley Collection and Recycling, LLC (WVC&R) is pleased to submit this proposal for the collection of organic materials, recyclable materials and solid waste, including the transportation of such materials to appropriate processing, recycling, composting and/or disposal facilities. West Valley Collection and Recycling, LLC (WVC&R) is a subsidiary of Waste Connections of California, Inc. Waste Connections is a corporation. We hereby propose providing services in accordance with this proposal, including the proposal forms and accompanying materials submitted with this RFP response.

We have thoroughly read and are familiar with the RFP, including Addendum #1, issued on June 1, 2022, and Addendum #2 (which includes the Municipal Street Sweeping Monthly Record Keeping Form), issued on June 21, 2022. We understand that the West Valley Solid Waste Management Authority may reject any and all proposals, negotiate prices and terms with one or more proposers, and may take other action as described in the RFP.

We hereby assure the West Valley Solid Waste Management Authority that the information contained in this proposal, including the proposal forms and accompanying materials submitted herewith, is correct in all material respects. For all items discussed in our RFP Response, please reference the Attachments section of this response for applicable exceptions.

I am authorized to bind our company in a contract as documented on the Secretary's Certificate to be submitted in accordance with Section 5.10.1. I will also be your primary contract throughout the RFP and contract negotiation process.

Sincerely,

A handwritten signature in blue ink that reads "Paul Nelson".

Paul Nelson, Government Affairs/Project Manager
West Valley Collection and Recycling, LLC
1333 Old Oakland Road
San Jose, CA 95112
Office (408) 283-8500 Cell (408) 605-2713
Paul.Nelson@wasteconnections.com



5.3 Executive Summary



Executive Summary

Solid Waste Collection and Recycling Services

Our Goals:

Support West Valley:

By being a dedicated partner committed to community engagement and transparent communication.



Support Residents:

By providing safe, reliable, convenient, and environmentally responsible curbside trash and recycling collection services at a fair cost.

PROPOSAL HIGHLIGHTS

WVC&R has been proud to serve the residents and businesses of West Valley since 2007. In this proposal, our strategy is to:

- ~ Maintain stable and dependable services
- ~ Increase community engagement in sustainability
- ~ Provide service at competitive rates
- ~ Enhance our partnership in achieving the Authority's goals



Community Education and Outreach Programs:

\$50,000 commitment during transition process
\$180,000/year - dedicated to education & outreach



Effective Management of Operations:

Established efficiencies for reasonable rates
Experienced Outreach Team with deep knowledge base
National resources with local decision making



Promoting Authority Goals:

Compliance with regulation
Long term citizen engagement towards diversion
A dependable and cooperative partner with the Authority

1. Company Description

1. Business Structure

5.4 Company Description

5.4.1 Business Structure

About WVC&R:

- Authorized to conduct business in California.
- Certified as a Green Business.
- Legal entity: West Valley Collection and Recycling, LLC (WVC&R) is a subsidiary of Waste Connections of California, Inc.
- Organized and doing business under this legal structure for **46 years**. Vanguard Group, Inc. is a stockholder with greater than 10% holding.
- No other businesses owned by principals or management have a material impact on WVC&R in relation to this contract.



From: Nguyen, Nicole <nicole.nguyen@cep.sccgov.org>
Sent: Tuesday, January 5, 2016 8:53 AM
To: Weslie McConkey <WeslieM@WasteConnections.com>
Cc: Rose, Lisa <Lisa.Rose@cep.sccgov.org>
Subject: Green Business Certified - GreenTeam of San Jose - Administrative Offices

Hi Weslie,

The moment you have been waiting for...

You have passed your final requirement. Therefore, it is my pleasure to announce that Green Business Certified - GreenTeam of San Jose - Administrative Offices is officially certified as a Bay Area Green Business! Congratulations.

Thanks and again, congratulations!

Lisa & Nicole

*Nicole Ann Nguyen
County of Santa Clara
Consumer and Environmental Protection Agency
Recycling and Waste Reduction Division
Green Business Program
1555 Berger Drive, Building 2, Suite 300
San Jose, CA 95112
(408) 282-3187
www.greenbusinessca.org | [Facebook](#) | [Twitter](#)*



 Please consider the environment before printing this email

Green Business Certification from County of Santa Clara EPA

5.4.1 Business Structure

Subcontractors:

- **GreenWaste Recovery, Inc.**

Will accept and process the following materials we collect under contract:

- Batteries
- Commingled Recycling
- Commercial Organic Materials
- Construction and Demolition debris
- E-Waste
- HHW
- Used Oil

Working relationship: We have longstanding working relationship with GreenWaste and have used their facilities to process roll-off bins with our GreenTeam Waste roll-off service. WVC&R has used GreenWaste since 2007 for all services, with exception of roll-off. Beginning in April 2021, GreenWaste was added to our roll-off processing options when we signed our SB 1383 amendment since they offer a higher diversion rate than Guadalupe Landfill. We are in frequent communication with GreenWaste to coordinate best practices for safety, efficiency, and diversion.

- **Zanker Road Landfill/ Material Processing Facility**

Will accept and process the following materials we collect under contract:

- Construction and Demolition debris

Working relationship:

Zanker Road Landfill is used for roll-off processing specifically when customers need to achieve a higher diversion rate than what Guadalupe provides. Since 2007 we have enjoyed a great working relationship with Zanker, using their facilities to process WVC&R roll-off service. In April 2021, when we signed our SB 1383 amendment, Zanker was added to our roll-off processing options since they offer higher diversion rate than Guadalupe Landfill. We are in frequent communication with Zanker Landfill to coordinate best practices for diversion, as well as for safety and efficiency.

Other Potential Partners/Stakeholders

- **Sweeping Corp of America (Operating as Contract Sweeping Services)**

Currently provides Street Sweeping services for Cities of Campbell and Saratoga. We have contacted Contract Sweeping Services, and they have agreed to partner with WVC&R to work as a subcontractor should the Authority wish to discuss this option further. Another potential option that Contract Sweeping Services was open to is working together in closer partnership/communication to coordinate sweeping after collection service. In this scenario WVC&R would be happy to act as a communication liaison between street sweeping and Member Agencies.

Working relationship: This will potentially be a new partnership in 2025.

- **Pacific Recycling Solutions, Inc. / Garden City Sanitation, Inc.**

As part of our Alternative Proposal 1, we present an option of trans-loading recyclable materials for processing at Pacific Recycling Solutions.

Working relationship: This will be a new partnership in 2025. These are entities owned by our shared parent company, Waste Connections.

1. Company Description
2. Collection Experience

5.4.2 Collection Experience - Service to Comparable Jurisdictions

GreenTeam of San Jose

- Jurisdiction where services are provided: **City of San Jose**
- Dates of service: **7/1/2021 – 6/30/2036**
- Term of agreement: **15 years**
- Service provided:
 - Solid Waste and Recycling collection for all:**
 - **Single family homes within SFD service district**
 - **Multi-family dwellings within MFD service district**
 - **City Facilities**
- Jurisdiction's representative responsible for administering the agreement:
 - **Jeff Anderson, Residential Program Director**
200 East Santa Clara Street 10th Floor San Jose, CA 95113
(408) 975-2518
- Single-family served: **49,085**
- Multi-family served: **3,445 with 117,785 total units**
- Commercial customers served: **No commercial**

GreenTeam of San Jose

- Jurisdiction where services are provided: **Unincorporated City of Santa Clara – District West**
- Dates of service: **7/15/2015 – 6/30/2025**
- Term of agreement: **10 years**
- Service provided:
 - Solid Waste, Recycling, and Organics collection for all -**
 - **Single family homes**
 - **Multi-family dwellings**
 - **Commercial customers**
- Jurisdiction's representative responsible for administering the agreement:
 - **Michele Young, Environmental Specialist**
1555 Berger Drive, Suite #300 San Jose, CA 95112
(408) 282-3166
- Single-family served: **6,100**
- Multi-family served: ***included with SFD count above**
- Commercial customers served: **166**

West Valley Collection & Recycling

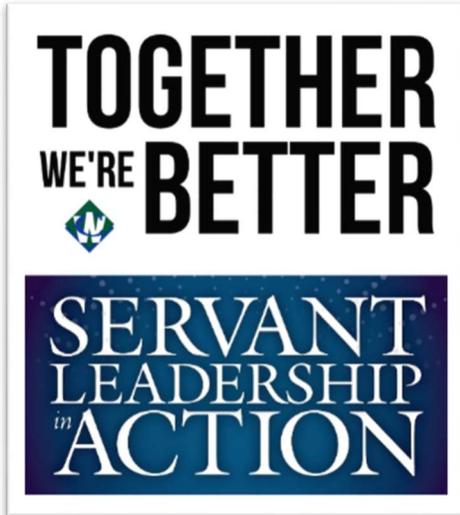
- Jurisdiction where services are provided: **Cities of Campbell, Monte Sereno, Saratoga, and Town of Los Gatos.**
- Dates of service: **03/01/2007 – 02/28/2024**
- Term of agreement: **17 years**
- Services provided:
 - Solid Waste, Recycling, and Organics collection for all -**
 - **Single family homes**
 - **Multi-family dwellings**
 - **Commercial customers**
- Jurisdiction's representative responsible for administering the agreement:
 - **Rob Hilton, President HF&H Consultants**
590 Ygnacio Valley Road, Suite #105 Walnut Creek, CA 94596
(408) 282-3166
- Single-family served: **29,471**
- Multi-family served: **534**
- Commercial customers served: **1795**

5.4.2 Collection Experience

Waste Connections' Experience

Our parent company, Waste Connections, is the third largest solid waste services company in the United States with over 18,000+ employees, \$5.4 billion in annual revenue, and \$14.2 billion in assets. We have successful partnerships/contracts with over 850 city, county and joint powers agencies.

Our uniquely decentralized business model provides local managers with the authority to run their business and make on the ground decisions without having to "call corporate."



Our company culture is driven by a "Servant Leadership" management philosophy which promotes respect, encouragement, accountability, teamwork and colleagues who truly care for each other. We don't operate from a "top down" principle but from a "bottom up" perspective. Our company cherishes our employees, expects the highest moral standards from our leadership team and seeks to give back to the local communities in which we operate.



Waste Connections of Vancouver

- Jurisdiction where the services are provided: **Vancouver, WA**
- Dates of services: **4/1/2019 – 03/31/2029**
- Term of agreement: **10 year contract**
- Service provided:
Comprehensive recycling and organics curbside collection. Transfer station collection for film plastics and block foam-currently suspended.
- Jurisdiction's representative responsible for administering the agreement:
 - **Julie Gilbertson, Solid Waste Supervisor**
450 SE Columbia Way
Vancouver, WA 98661
(360) 487-7162
- Single-family served: **47,638**
- Multi-family served: **554 complexes (31,046 units)**
- Commercial customers served: **2,888**



WASTE CONNECTIONS
Connect with the Future®

1. Company Description

3. Service Initiation Experience

5.4.3 Service Initiation Experience

West Valley Solid Waste Management Authority

- Jurisdiction where services are provided: **Cities of Campbell, Monte Sereno, Saratoga, and Town of Los Gatos**
- Dates of services: **3/1/2007 – 2/28/2024**
- Term of agreement: **17 years**
- Service provided:
Roll out of all new Commercial MFD garbage and recycling containers, new SFD garbage, new recycling and new Yard Trimming carts and Drop Boxes, by request. Beginning in 2011, we rolled out voluntary organics service for Commercial customers producing organic waste (restaurants and grocery markets). For SFD we provide Annual Curbside Clean-Ups and curbside collection of used motor oil and household batteries. We rolled out Member Agency Services, including carts, bins, and drop boxes. We also established the Universal Waste Drop-Off Facility.
- Jurisdiction’s representative responsible for administering the agreement:
 - **Rob Hilton**
590 Ygnacio Valley Road #105 Walnut Creek, CA 94596
(925) 977-6950
- Number of Residential and Commercial Customers Served:
Single Family Homes - 29,471
Multi Family Dwellings - 534
Commercial - 1795
- Description of roll out:
Procurement of Vehicles and Personnel:
WVC&R ordered new collection vehicles in March 2006, allowing a one-year lead-time for delivery, with the last vehicles received in December 2006. We received, inspected, and tested vehicles before collection began on March 1, 2007.

We ordered residential solid waste, recycling and green waste carts in March 2006, using historical data from the Authority, and worked with the Authority’s representatives and the previous hauler. We obtained billing records to upload into our customer service and billing program and ordered a sufficient supply of surplus containers in each size to ensure carts were available for exchanges.

Cart delivery began December 2006 through February 28, 2007. For all carts delivered prior to service initiation, we placed stickers on the containers requesting customers not begin using the cart until service start date. Carts were also delivered with educational material (“How to” guides) that inform customers on how to participate in the new program, and how to contact us.

Commercial container delivery began in December 2006 and was completed by February 28, 2007. WVC&R exchanged the existing bins with new containers and deliver the old container to the prior current hauler’s yard.

WVC&R hired supervisors in September 2006, many of whom were hired from the prior hauler, to familiarize new staff with all of WVC&R’s operating procedures and the contract. Customer Service Representatives, Accounting staff and Dispatchers were hired in January and February, 2007. WVC&R offered employment to additional qualified displaced workers who were employed by the prior contractor.

Training of personnel:

Prior to program implementation, drivers received “off-truck” training, which included safety training, customer service training (including reporting suspicious neighborhood activities and aiding people in distress), and reporting procedures for non-collection, contaminated recycling and other required on-route observations. “On-truck” training for drivers was conducted during the month of February to familiarize them with the fully automated

equipment used for collection. As with the drivers, training for the mechanics on the fully automated equipment encompassed both “off-truck” and “on-truck” training as well.

All CSR were trained using our WVC&R Customer Service training program to ensure quality support for our new customers. **See 5.5.6 Customer Service for more detail on our Customer Service training.*

Billing and Fee Collection:

Please see Preparation to Ensure Smooth Implementation section below as billing and fee collection was communicated as part of our transition process.

Routes and Operating Procedures:

Supervisors evaluated service territory and compared routing of previous hauler to establish new routes and collection schedules.

Preparation to Ensure Smooth Transition:

We collaborated closely with the Authority to ensure all outreach requirements were met and the branding/appearance of the material was approved. During this process we also consulted with a graphic designer and our Outreach Manager, Weslie McConkey to develop:

- Introductory mail piece, including the return postcard for cart/bin selection
- Newspaper advertisement
- Billing, collection day, and schedule mail piece
- “How to” Guides for:
 - Single-family
 - Multi-family
 - Commercial, including:
 - Restaurants
 - Office/commercial buildings
 - Strip malls
 - Large commercial businesses



The introductory mail piece and newspaper advertisements were scheduled to appear in the community simultaneously. Approximately six weeks later, single-family residents, multi-family managers and business managers received a second mail piece verifying billing and collection day, as well as an annual schedule. The “how to” guides were delivered to each resident and commercial customers during the last three months preceding start-up. Single-family residents’ guides were attached to their new recycling carts, and multi-family residents received guides from their complex manager or WVC&R delivered them to their door. Commercial customers received instructional posters during onsite meetings.

WVC&R outreach staff attended and presented at multiple community meetings and events during the months of January and February, and/or on dates requested by the Authority. To maximize attendance and participation by community members, WVC&R advertised the meetings; the pertinent information was included in the newspaper advertisements and in a mail piece. These meetings were designed to educate all community residents, multi-family managers and commercial managers on the new collection program and to answer any questions. A focus of all presentations given by WVC&R outreach staff will be on increasing recycling and therefore increasing diversion.

WVC&R:

- Presented at four (4) community workshops
- Promoted and conducted eight (8) training meetings for each general business type: restaurants, office/commercial buildings, strip malls, and large commercial businesses
- Attended six (6) business association/organization meetings

Once collection began, WVC&R used collateral, in addition to the “How to” guides, to continually educate and encourage residents and managers to properly participate in the collection program and increase their recycling. WVC&R developed and printed the following pieces, for ongoing use:

- Corrective Action Notice

- “One Man’s Trash” newsletter
- Annual clean up event direct mail (*where applicable*)
- Billing messages

Identification of Problems & Solutions:

We began charging hard-to-serve customers an increased rate. Many customers complained about the higher rate so we removed the rate differential so all SFD customers were paying the same rate regardless of required use of specialized mini-trucks.

Unincorporated County of Santa Clara District West

- Jurisdiction where services are provided: **Unincorporated County of Santa Clara**
- Dates of services: **07/1/2015 – 06/30/2025**
- Term of agreement: **10 years**
- Service provided: **New commercial and MFD garbage, recycling and organics containers**
- Jurisdiction’s representative responsible for administering the agreement:
 - **Michele Young**
1555 Berger Drive, Suite #300 San Jose, CA 95112
(408) 282-3166
- Number of Residential and Commercial Customers Served:
 - Single Family homes – 6160**
 - Commercial - 180**
- Description of roll out:

Procurement of Vehicles and Personnel:

We ordered new collection vehicles in December 2014, we received, inspected, and tested vehicles before collection began on July 1, 2015. We ordered residential solid waste, recycling and green waste carts in December 2014, using historical data from the County, and worked with the County’s representatives and the previous hauler. We obtained billing records to upload into our customer service and billing program and ordered a sufficient supply of surplus containers in each size to ensure carts were available for exchanges.

Cart and commercial container delivery began in June 2015 and was completed by July 1, 2015. The carts and containers were delivered with educational material (“How to” guides) that informed customers on how to participate in the new program, and how to contact us.

Training of personnel:

Prior to program implementation, drivers received “off-truck” training, which included safety training, customer service training (including reporting suspicious neighborhood activities and aiding people in distress), and reporting procedures for non-collection, contaminated recycling and other required on-route observations. “On-truck” training for drivers was conducted during the month of February to familiarize them with the fully automated equipment used for collection. As with the drivers, training for the mechanics on the fully automated equipment encompassed both “off-truck” and “on-truck” training as well.

All CSR were trained using our WVC&R Customer Service training program to ensure quality support for our new customers. **See 5.5.6 Customer Service for more detail on our Customer Service training.*

Billing and Fee Collection:

**Please see Preparation to Ensure Smooth Implementation section below as billing and fee collection was communicated as part of our transition process.*

Routes and Operating Procedures:

Supervisors evaluated service territory and compared routing of previous hauler to establish collection schedules.

Preparation to Ensure Smooth Transition:

We collaborated closely with the County to ensure all outreach requirements were met and the branding and appearance of the material was approved. During this process we also consulted with a graphic designer and hired our public education and outreach coordinator who developed:

- Introductory mail piece
- “How to” guides

The introductory mail piece were mailed to all SFD, MFD facility managers/owners, and commercial customers prior to June 15, 2015. The “How to” guides were delivered to each single-family resident, multifamily facility manager and commercial customer prior to June 15, 2015. Multifamily residents will receive guides from their complex property managers. Once collection began, WVC&R will be using the “How To” guides, to continually educate and encourage residents and managers to properly participate in the collection program and increase their recycling.

- **Identification of Problems & Solutions:**

We encountered problems when given incomplete route information by the previous hauler. To correct this issue, our Operations team conducted route audits to ensure all customers were in our database and receiving service. An additional challenge we faced, was presented as we realized customers had special arrangements with previous hauler such as pickup location of carts were not in typical "curbside location" especially considering there were very few curbs in this area to begin with. To correct this issue, we worked with each individual customer as we learned of these special circumstances to communicate a mutually agreed upon solution for safe weekly collection.

West Valley Solid Waste Management Authority

- Jurisdiction where services are provided: **West Valley Solid Waste Management Authority**
- Dates of services: **4/30/2021 - 2/28/2024**
- Term of agreement: **3 years**
- Service provided: **Roll out of organics recycling to all SFD and MFD residents and Commercial customers not previously participating under AB 1826 - including delivery of kitchens pails to SFD customer.**
- Jurisdiction’s representative responsible for administering the agreement:
 - **Rob Hilton**
6950 590 Ygnacio Valley Road #105 Walnut Creek, CA 94596
(925) 977-6950
- Number of Residential and Commercial Customers Served:
 - **Single-Family Dwellings - 29,471**
 - **Multi-Family Dwellings - 534**
 - **Commercial Locations - 1795**
- **Description of roll out:**

Knowing SB1383 was on the horizon we began communicating to all our customers about the upcoming legislation related to Food Waste/Organics, requirements for participation and the benefits of diverting this material from our landfills. We added content to our newsletters, updated our website, and began training our entire team on the forthcoming changes to our Yard Trimming/Organic programs.

Single-Family Dwellings - We signed the SB1383 agreement with the Authority in April of 2021. We immediately began working to finalize outreach material in coordination with the Authority, ordered kitchen pails, provided internal training for Customer Service staff to give guidance to customers, and trained our Drivers to understand the newly added materials accepted in their Yard Trimmings container. Once we received the kitchen pails we began the delivery effort to all SFD in October and completed the process by the end of 2021.

HOA’s - We continued to work with the HOAs to communicate directly with their residents. For those homes still not participating, we began to market directly to the individual homeowners to provide resources, education and encourage them to comply with the new requirements. Ultimately, with guidance from the Authority, we now have a plan to proactively deliver Organics carts to all HOA households without current Organics service, per SB1383.

Commercial and Multi-Family Dwellings - We had many existing commercial customers who participated in our Organics Program prior to SB1383. Under AB1826, our large volume producers, received a personal visit from our Outreach Coordinator to provide educational information, program guidelines and support. After signing SB1383, all remaining Commercial and MFD customers were provided educational resources and contacted by our team, at which point they either signed up for Organics collection service or applied for a waiver (de minimis or space constraints). For the customers we were unable to contact, with approval from the Authority, we have a plan to proactively deliver Organics carts to all Commercial and MFD who don't currently have Organics service, per SB1383.

Ongoing Efforts - Our Outreach team is performing contamination monitoring at randomly selected customer sites and verifying waivers. We continue to provide educational material and communicate the benefits of participating in this exciting new diversion program. Our Outreach team continues to provide presentations to schools, Rotary, MFD Residents, Businesses, and Community groups, including informational tables where we provide education, activities, and resources at many community events. WVC&R is proud of the progress made thus far and look forward to increased participation and diverted volumes. We are well prepared to handle an increase to the number of serviced stops and Organic material volumes by proactively planning for rerouting strategies to ensure continued safe, reliable collection.

Procurement of Vehicles and Personnel:

Ultimately we used our existing vehicles and personnel to roll out the kitchen pail Organic support campaign.

Training of personnel: Paige Brown, Outreach Coordinator, and our CSRs used a script to contact Commercial and MFD customers to encourage use of the new Organics program. We instructed our drivers to place kitchen pails next to each mailbox and included a How to Guide and Kitchen Pail Usage Guide.

Routes and Operating Procedures: We use our current Yard Trimmings routes and operating procedures to roll out this program.

Preparation to Ensure Smooth Transition: We partnered with the Authority to develop printed informational material and updates to our website.

- **Identification of Problems & Solutions:**

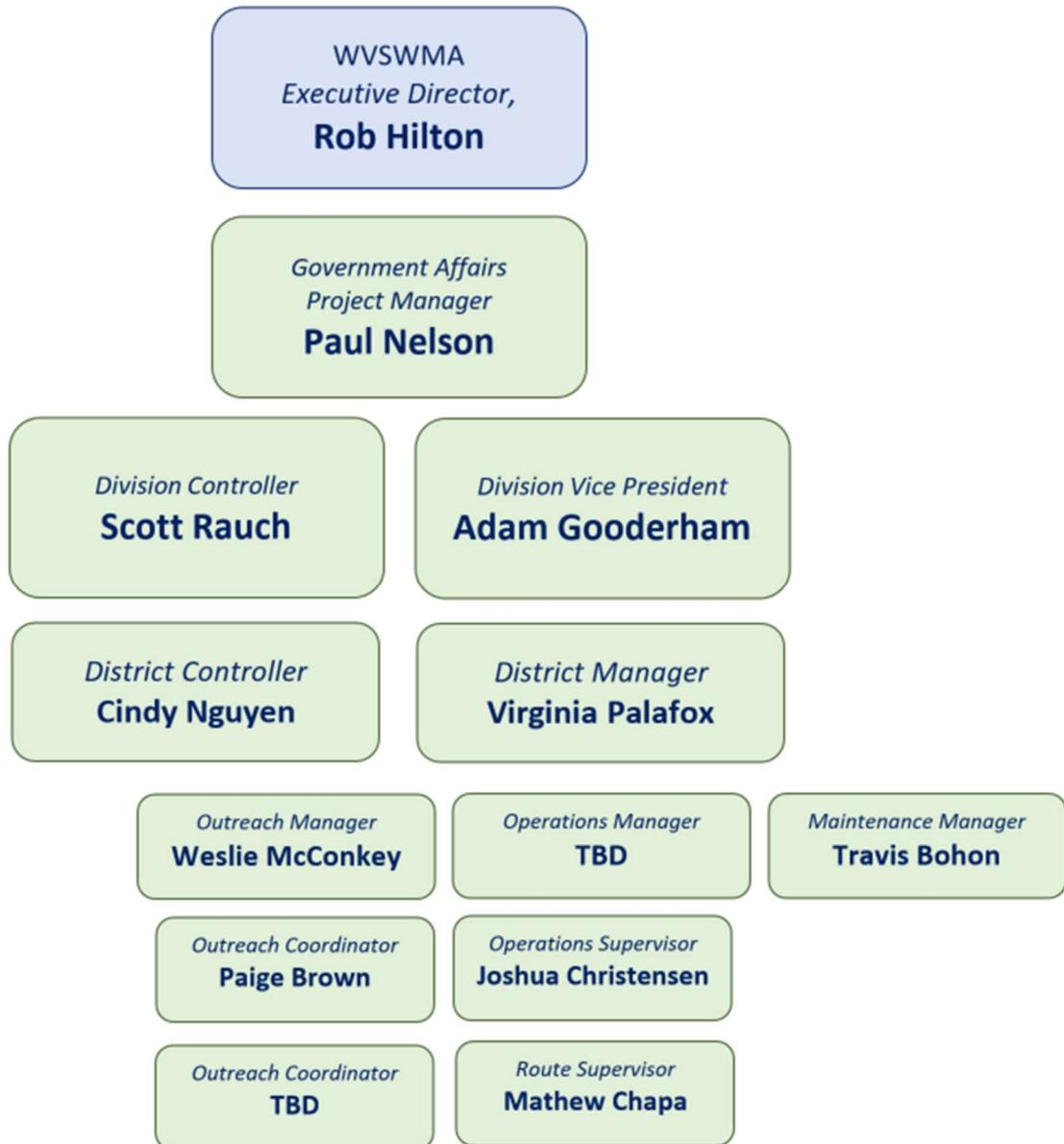
For pail delivery we initially used a 3rd party to distribute the pails but after the first few weeks we realized that they weren't on schedule to meet our completion timeline. We decided instead to use our utility drivers during the weekdays to deliver pails and on the weekends we offered overtime hours to all available drivers to continue the delivery process. As a result of this change, we were able to meet the distribution deadline and ensure SFD customer received Kitchen Pails in support of new SB1383 guidelines.

1. Company Description

4. Key Personnel

5.4.4 Key Personnel

West Valley Collection & Recycling Team Organizational Chart Transition & Ongoing Management Team



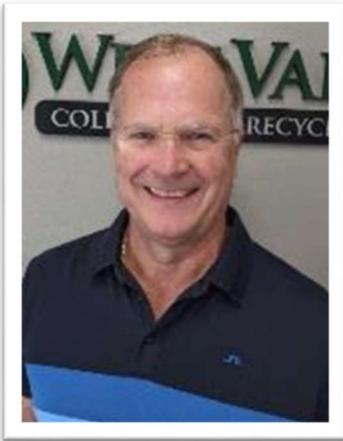


Adam Gooderham, Division Vice President

Adam.Gooderham@WasteConnections.com

(408) 283-9250

Adam has been in the solid waste industry for 13 years and serves as Division Vice President for Waste Connections in California. Prior to serving in his current role, Adam held similar roles as Division Vice President in North Texas from October 2017 to June 2020 and most recently in Illinois from July 2020 to June 2022. He has experience in acquisitions, hauling operations in both regulated and competitive markets, as well as Material Recovery Facility operations, and Landfill post-collection sites. As Division Vice President he is responsible for overall facility maintenance, customer service, sales and operations throughout California. Adam holds a BA in Business Economics from U.C. Santa Barbara.



Paul Nelson, Government Affairs/Special Projects

Paul.Nelson@WasteConnections.com

(408) 605-2713

Paul will provide ongoing guidance to WVC&R's district management team to continue support the Authority while implementing the enhancements under this renewed contract. He will ensure that WVC&R has the financial, staffing, and equipment resources needed to provide cost-effective, safe and reliable solid waste and recycling collection to West Valley cities.

Mr. Nelson has worked in the solid waste industry since 1989, in a variety of roles including, municipal contracting and acquisitions, landfill and transfer station management, district management, and oversight of multiple districts. He has been with WVC&R since 2000, and holds a bachelor of science in business administration from University of California, Berkeley.



Scott Rauch, Division Controller

Scott.Rauch@WasteConnections.com

(408) 283-9250

Scott has been in the solid waste industry for six years and serves as the Division Controller for Waste Connections sites in California. He has also served Waste Connections sites in Oregon, Idaho, Illinois, Montana, Nevada, and Wyoming. He has extensive experience in acquisitions, municipal privatizations, hauling operations in both regulated and competitive markets, as well as Material Recovery Facility operations, and Landfill post-collection sites. He's charged with overseeing financial reporting, internal controls, billing, collections, and payroll functions at the locations he serves. Before arriving at Waste Connections, Scott worked in public accounting performing tax and audit services for large manufacturers and forest product clients. He's a licensed CPA in the State of Oregon, Illinois, and will be transferring his license to California.



Virginia Palafox, Operations Manager

Virginia.Palafox@WasteConnections.com

(408) 283-9250

Virginia has worked in the solid waste industry since 1998, beginning her career as a customer service representative for GreenTeam and was promoted to overseeing the Material Recovery Facility (MRF) as Operations Supervisor. Virginia has been with Waste Connections since 2003 and has held the position of Operations Manager for WVC&R since 2010 managing daily operations of residential, multifamily, and commercial collection. As Operations Manager, Virginia managed drivers, facility and equipment operators, and laborers, ensuring operational expectations are met for safety, productivity, and ensuring customer satisfaction. Virginia implements safety and compliance programs, manages staffing, route planning and budgeting. She supports WVC&R's driver supervisors by providing coaching, safety instruction, and providing communication on upcoming events within the cities. Virginia earned an AA degree from Evergreen College in 1994.



Weslie McConkey, Outreach Manager/Contract Relations/Compliance Manager

Weslie.McConkey@WasteConnections.com

(925) 967-6496

Weslie will continue to be the primary contact for the Authority staff.

Weslie has worked in the solid waste industry since 1998, has been employed with Waste Connections since 2003 and with WVC&R since the beginning in 2007. Currently, she is the Outreach Manager for WVC&R. Weslie has extensive experience in developing and implementing public education and outreach programs. She oversees participation in community events, presentations, and creation and distribution of educational materials. As WVC&R's Outreach Manager, Weslie oversees waste reduction education and outreach programs targeted toward commercial business, single-family and multi-family customers. She regularly works with the outreach coordinator regarding customer visits and the related information that is compiled. Weslie holds a bachelor of arts in environmental studies (with a concentration in communications) from San Jose State University.



Paige Brown, Outreach Coordinator

Paige.Brown@WasteConnections.com

(408) 283-9250

Travis has worked in the solid waste industry since 2011, and has been employed with Waste Connection and WVC&R since 2019. As WVC&R's fleet manager, Travis is responsible for staffing and management of mechanics and technicians, ensuring proper preventative maintenance and repairs are performed, and implements safety and compliance programs.



Gelen Ramirez, Customer Service Manager

Gelen.Ramirez@WasteConnections.com

(408) 283-9250

Gelen Ramirez has been with WVC&R since 2015. She began her career in the waste industry as a Customer Service Representative and was promoted to the Customer Service Manager role. Gelen reports to the District Manager and organizes day-to-day Customer Service team operations to satisfy all customer needs, conducting regular analysis of key performance measurements to identify areas for improvement. She also works in conjunction with other departments to resolve customer inquiries and disputes. Gelen will continue to be the main contact to address any customer billing questions and concerns for the West Valley contract.



Cindy Nguyen, District Controller

Cynthia.Nguyen@WasteConnections.com

(408) 283-9250

Cindy has been in the solid waste and recycling industry since 1999, including fourteen years with Waste Connections and six years with Waste Management. As accounting manager for the West Valley contract, Cindy oversees the financial functions of several of WCI's local operating locations. She works in tandem with the district manager to ensure the finances of the district are maintained and reported per generally accepted accounting principles (GAAPs). Cindy holds a bachelor of arts in business administration with accounting emphasis from California State University, Fullerton.



Joshua Christensen, Operations Supervisor (MFD, RO, COMMERCIAL)

Joshua.Christensen@WasteConnections.com

(408) 283-9250

Joshua has worked in the transportation industry since 2016. He been employed with Waste Connection and WVC&R since 2018. As WVC&R's commercial route supervisor, Joshua supervises the commercial drivers, ensuring that operational expectations are met for safety, productivity, and meeting customer needs. He keeps WVC&R's operations manager informed on a day-to-day basis of the strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the cities. Joshua has an Automotive Technology Certification from Wyotech University.



Mathew Chapa, Operations Supervisor (SFD)

Mathew.Chapa@WasteConnections.com

(408) 283-9250

Mathew has worked in the transportation industry since 2012. He has worked in the solid waste industry and been employed with Waste Connection and WVC&R since 2018. As WVC&R's single-family Route Supervisor, Mathew supervises the single-family drivers, ensuring that operational expectations are met for safety, productivity, and meeting customer needs. He keeps WVC&R's operations manager informed on a day-to-day basis of the strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the cities.



Travis Bohon, Maintenance Manager/Fleet Supervisor

Joshua.Christensen@WasteConnections.com

(408) 283-9250

Travis has worked in the solid waste industry since 2011, and has been employed with Waste Connection and WVC&R since 2019. As WVC&R's fleet manager, Travis is responsible for staffing and management of mechanics and technicians, ensuring proper preventative maintenance and repairs are performed, and implements safety and compliance programs.



Aaron Donley, Municipal Account Manager

Aaron.Donley@WasteConnections.com

(541) 736-3642

Aaron has been with Waste Connections since 2007. In that time he has served as the Sales Manager & Municipal Accounts Manager for many districts throughout the Western Region. Aaron has successfully worked with municipalities to integrate programs such as curbside recycling, curbside yard debris, and commercial/residential food waste collection. Aaron has extensive experience in managing customer accounts of all types and sizes, including residential, commercial, large industrial, and construction. He has worked with our construction MRFs to track and divert waste for over 50 successful LEED Certified projects. He also worked to develop the sustainability program for University of Oregon Athletic Facilities and managed sustainability efforts for U.S. Olympic Trials since 2008, one of the most sustainable sporting events in the country. Aaron sits on the board of the Oregon Refuse and Recycling Association and is on the Legislative Committee for the Association of Oregon Recyclers.



Jennifer Bernosky, Municipal Account Manager

(406) 531-7047 ~ Jennifer.Bernosky@WasteConnections.com

Jen has been in the waste management industry since 2014. She sits on the board of Recycle Montana and has worked closely with Municipal partners to consult on several large recycling initiatives. Jen contributed her experience to the Cities and Counties to identify and implement policies to increase landfill diversion and reduce greenhouse gas emissions. Jennifer was instrumental in rolling out several curbside recycling programs and developed public outreach and educational materials. Jennifer enjoys engaging with local leaders to support waste reduction goals, and consult on promotion of sustainable business practices. She has hosted a number of educational events in support of community efforts to introduce composting, deconstruction and recycling.

1. Company Description

5. Labor Agreements and Wages

5.4.5 Labor Agreements and Wages

Jurisdiction(s) Currently Represented by Labor Organizations: **San Jose, California**

Name of Labor Organization: **Sanitary Truck Drivers and Helpers – Local 350**

Plan for Arranging Labor: **WVC&R currently employs 61 drivers, mechanics and utility support who provides service to the residents and businesses in West Valley. The average driver serving the Authority has 17 years of experience.**

Confirmation of Acceptance of the Terms of Labor Policies Described in Section 3.6 of RFP:

We accept the terms of the labor policies described in Section 3.6 of the RFP with exception to the requirement that we “remain entirely neutral in the event that a question of employee representation arises during the term of the Franchise Agreement.” In this case we would refer to the Draft Franchise Agreement section 10.7 discussing our commitment to provide services in the event of labor unrest. Currently our drivers and mechanics are unionized, represented by Local 350, in full compliance with living wage requirements of each Member Agency.

Please see Attachment 1 – Union Agreement for the most up to date agreement.

Highlights from our Union contract for Drivers, Mechanics, and Helpers:

Health Plan: The Teamsters Benefit Trust fund (Plan 1) is fully paid by WVC&R. As of July 1, 2022 this is \$2,292.90 per month per employee.

This plan includes:

- Vision Care
- Income Protection
- Orthodontic Care
- Additional Dental Benefits

Retirement Security Plan: WVC&R provides the funding to implement the Trust Fund’s Retirement Security Plan, which provides for Health and Welfare benefits for retired employees. The cost of this plan is currently \$831.91 per month per employee.

Pension: WVC&R currently pays \$7.23 per straight time hour to the Western Conference of Teamsters Pension Trust, plus \$0.47 per straight time hour for the Program for Enhanced Early Retirement.

Wage Rates: Minimum basic rates for employees covered by the union agreement as of July 1, 2022 are:

- Garbage/Recycle Truck Driver: \$47.85
- Utility: \$47.85
- Mechanic: \$49.50
- Yard Utility: \$40.10
- Any work performed in excess of 8 hours in any work day is paid at 1.5 times the straight time rate. All work performed in excess of 12 hours in any workday shall be paid at 2 times the straight time rate. Saturday (or the 6th work day) work is paid at 1.5 times the straight time. Sunday (or the 7th work day) work is paid at 2 times the straight time.
- Every employee assigned a specific route is guaranteed 8 hours pay per day.
- 12 paid holidays
- Paid vacation: One year employees receive one weeks vacation with pay.
- Gear provided: Rain gear, work gloves, uniforms with cleaning service, \$200 work boot voucher per year, tool protection.

1. Company Description

6. Past Performance Record

5.4.6 Past Performance Record

1. Litigation and Regulatory Actions

Waste Connections of California, Inc. (“WCCI”) is the Proposer for this RFP. WCCI is a subsidiary of Waste Connections, Inc., a publicly traded company (NYSE: WCN) (“WCN”). WCN has operations in 43 states across the United States and the District of Columbia, and in 6 provinces in Canada. As part of its regulatory filing requirements with the United States Securities and Exchange Commission, WCN files a description of all material legal proceedings on an annual and quarterly basis. Due to the sheer size of WCN’s operations, both within and outside of California, it would be extremely onerous and impractical to precisely comply with the litigation and regulatory disclosure requests made in the RFP. In lieu of the litigation and regulatory disclosure requests made in the application, WCCI has chosen to provide the link to WCN’s 10-q and 10-k filings for the past 5 years on the SEC’s EDGAR website, which contain all material litigation matters impacting WCN and/or its subsidiaries. WCN has several immaterial workers compensation, labor and employment, personal injury and auto liability claims currently pending against it. Additional information regarding the status of these claims is available upon request.

SEC EDGAR Links:

10-k Filings: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001318220&type=10-k&dateb=&owner=include&count=40&search_text=

10-q Filings: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001318220&type=10-q&dateb=&owner=include&count=40&search_text=

We contacted our proposed subcontractors GreenWaste and Zanker for the information in this section and they were unwilling to provide this information now, but would be willing to provide it as we enter final negotiations.

2. Payment of Fines, Penalties, Settlements, or Damages

Jurisdiction	Date Paid	Amount	Event	Response
City of San Jose	03/31/18	\$1,420.38	Disposal at wrong site	Driver was disciplined, this has not occurred since
City of San Jose	09/30/19	\$10,000.00	SFD Diversion Penalty, under 35%	Over the course of the contract, this was a one time miss, slightly less than 35%. Outranch was increased and we have continued to meet this metric since.
WVSWMA	11/30/19	\$10,975.18	WVC&R Liquidated Damages FY 18-19 (misses)	Daily monitoring by supervisors, we continue to make asserted efforts to meet this standard
WVSWMA	10/31/20	\$21,375.96	WVC&R Liquidated Damages FY 19-20 (misses)	Daily monitoring by supervisors, we continue to make asserted efforts to meet this standard
WVSWMA	10/31/21	\$21,139.30	WVC&R Liquidated Damages FY 20-21 (misses)	Daily monitoring by supervisors, we continue to make asserted efforts to meet this standard

We contacted our proposed subcontractors GreenWaste and Zanker for the information in this section and they were unwilling to provide this information now, but would be willing to provide it as we enter final negotiations.

3. Satisfactory Performance in Other Agreements:

Contract Manager - City of San Jose:

*Jeff Anderson, Residential Program Director
200 East Santa Clara Street 10th Floor San Jose, CA 95113
(408) 975-2518*

Contract Manager - Unincorporated Santa Clara County:

*Michele Young, Environmental Specialist
1555 Berger Drive, Suite #300 San Jose, CA 95112
(408) 282-3166*

1. Company Description

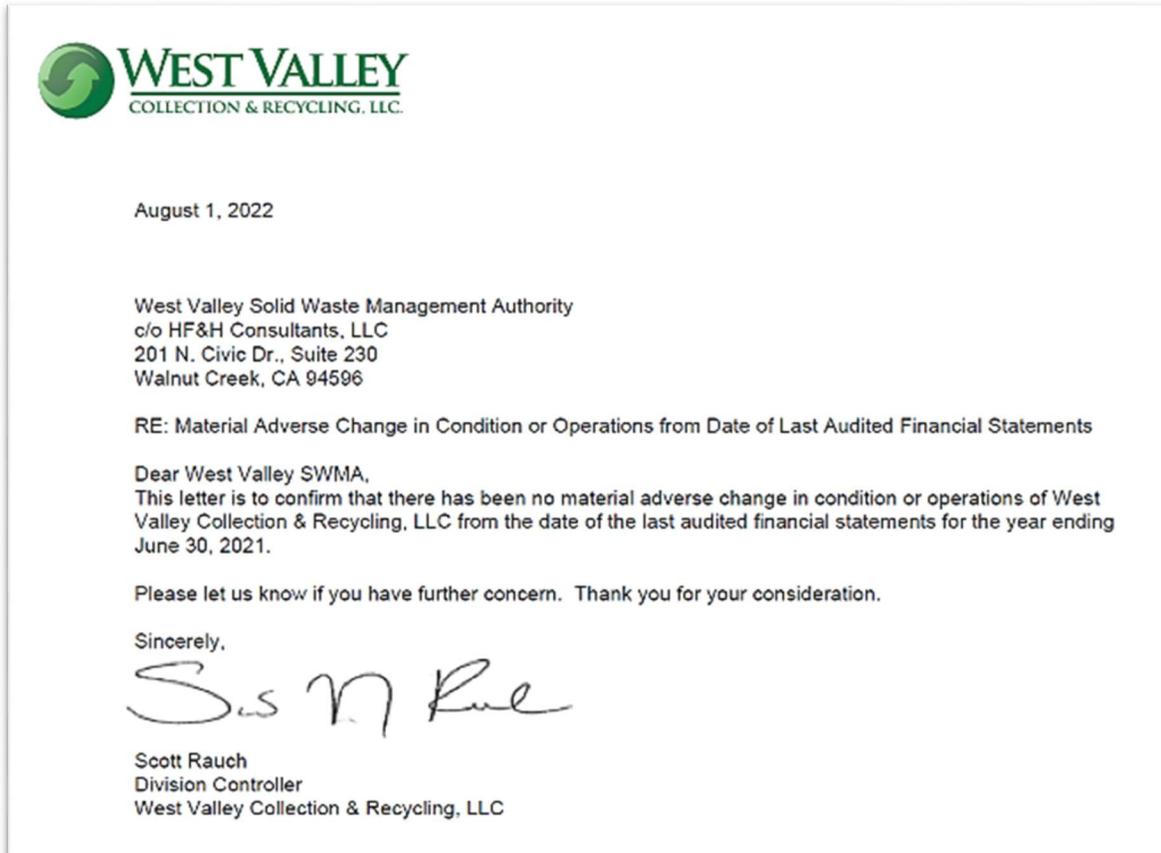
7. Financial Information

5.4.7 Financial Information

1) Financial Statements:

Please see Attachment 2 – CONFIDENTIAL West Valley Financial Statements for audited financial statements for the most-recently completed fiscal year.

Please also see below a statement by our Division Controller that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared. Please note: we have marked these as “confidential.”



For attestation regarding Waste Connections’ financials (detailed in item #2 below) having no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared, we would refer you to item 4, disclosure on the effectiveness and design of our disclosure controls and procedures and conclusion from our CEO Worthing Jackman and our CFO Mary Anne Whitney at <https://investors.wasteconnections.com/sec-filings>.

Based on this evaluation, our President and Chief Executive Officer and our Executive Vice President and Chief Financial Officer concluded as of March 31, 2022, that our disclosure controls and procedures were effective at the reasonable assurance level such that information required to be disclosed in our Exchange Act reports: (1) is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms; and (2) is accumulated and communicated to our management, including our President and Chief Executive Officer and Executive Vice President and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Please also see **Exhibit 31.1** (Worthing Jackman) and **31.2** (Mary Anne Whitney) SOX Section 302 attestations:

I, Worthing F. Jackman, certify that:

1. *I have reviewed this Quarterly Report on Form 10-Q of Waste Connections, Inc.;*
2. *Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;*
3. *Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;*
4. *The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:*
 - a) *designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;*
 - b) *designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;*
 - c) *evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and*
 - d) *disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and*
5. *The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):*
 - a) *all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and*
 - b) *any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.*

2) Financing Plan:

Waste Connections generates substantial free cash flow and has excellent credit facilities to provide for the necessary purchasing required in this contract. Please see below for links and information regarding Waste Connections financial statements.

Sources and Uses of Funds: Please see the link below for the full 2021 Annual Report.

<https://investors.wasteconnections.com/download/2021+Annual+Report+and+Form+10-K.pdf>

Full Year 2021 Results Overview

For the year ended December 31, 2021, revenue was \$6.151 billion, as compared to \$5.445 billion in the Year ago period. Operating income was \$1.039 billion, as compared to \$412.4 million the prior year (which included \$482.1 million in costs primarily related to the decrease in property and equipment at certain E&P landfills as a result of the Company's impairment testing.)

Net income in 2021 was \$618.0 million, or \$2.36 per share on a diluted basis of 261.7 million shares. In the year ago period, the Company reported net income of \$204.7 million, or \$0.78 per share on a diluted basis of 263.7 million shares.

Adjusted net income (b) in 2021 was \$846.6 million, or \$3.23 per diluted share, compared to \$695.8 million, or \$2.64 per diluted share, in the year ago period. Adjusted EBITDA (b) in 2021 was \$1.919 billion, as compared to \$1.662 billion in the prior year period.

Please visit the following websites below to view Waste Connections 10-K filings for 2019, 2020 and 2021.

For fiscal year ending 12/31/2021: <https://investors.wasteconnections.com/sec-filings?cat=1&year=2022>

For fiscal year ending 12/31/2020: <http://investors.wasteconnections.com/sec-filings?cat=1&year=2021>

For fiscal year ending 12/31/2019: <http://investors.wasteconnections.com/sec-filings?cat=1&year=2020>

Filings may also be found at:

<https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001318220&owner=ex-%20clude&count=40&hidefilings=0>

Sources and Uses of Funds:

WASTE CONNECTIONS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS OF U.S. DOLLARS)

	Years Ended December 31,		
	2021	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 618,489	\$ 203,992	\$ 566,681
Adjustments to reconcile net income to net cash provided by operating activities:			
Loss on disposal of assets and impairments	27,727	445,647	60,592
Depreciation	673,730	621,102	618,396
Amortization of intangibles	139,279	131,302	125,522
Loss on early extinguishment of debt	115,288	—	—
Deferred income taxes, net of acquisitions	14,563	(50,487)	54,637
Current period provision for expected credit losses	9,719	15,509	11,973
Amortization of debt issuance costs	5,055	7,509	5,001
Share-based compensation	58,221	45,751	42,671
Interest accretion	15,970	17,205	16,426
Payment of contingent consideration recorded in earnings	(520)	(10,371)	—
Adjustments to contingent consideration	2,954	18,418	1,498
Other	(1,260)	2,426	(2,240)
Changes in operating assets and liabilities, net of effects from acquisitions:			
Accounts receivable, net	(54,688)	31,332	(34,906)
Prepaid expenses and other current assets	(8,229)	(17,749)	9,135
Accounts payable	66,752	(148,362)	71,147
Deferred revenue	31,707	14,981	19,156
Accrued liabilities	3,853	88,612	(22,938)
Capping, closure and post-closure expenditures	(21,040)	(6,484)	(5,062)
Other long-term liabilities	659	(1,812)	2,858
Net cash provided by operating activities	<u>1,698,229</u>	<u>1,408,521</u>	<u>1,540,547</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Payments for acquisitions, net of cash acquired	(960,449)	(388,789)	(736,610)
Capital expenditures for property and equipment	(744,315)	(597,053)	(634,406)
Capital expenditures for undeveloped landfill property	—	(67,508)	(31,683)
Investments in noncontrolling interests	(25,000)	—	(25,000)
Proceeds from disposal of assets	42,768	19,084	3,566
Other	(6,486)	(11,777)	(1,873)
Net cash used in investing activities	<u>(1,693,482)</u>	<u>(1,046,043)</u>	<u>(1,426,006)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from long-term debt	2,112,193	1,815,625	1,575,795
Principal payments on notes payable and long-term debt	(1,893,100)	(1,542,958)	(1,470,711)
Premiums paid on early extinguishment of debt	(110,617)	—	—
Payment of contingent consideration recorded at acquisition date	(12,934)	(12,566)	(3,200)
Change in book overdraft	(367)	1,096	(2,564)
Payments for repurchase of common shares	(338,993)	(105,654)	—
Payments for cash dividends	(220,203)	(199,883)	(175,067)
Tax withholdings related to net share settlements of equity-based compensation	(18,606)	(23,446)	(17,660)
Debt issuance costs	(18,521)	(11,117)	(5,953)
Proceeds from issuance of shares under employee share purchase plan	1,222	—	—
Proceeds from sale of common shares held in trust	430	679	4,036
Distributions to noncontrolling interests	—	—	(570)
Net cash used in financing activities	<u>(499,496)</u>	<u>(78,224)</u>	<u>(95,894)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(25)	6,914	608
Net increase (decrease) in cash, cash equivalents and restricted cash	(494,774)	291,168	19,255
Cash, cash equivalents and restricted cash at beginning of year	714,389	423,221	403,966
Cash, cash equivalents and restricted cash at end of year	<u>\$ 219,615</u>	<u>\$ 714,389</u>	<u>\$ 423,221</u>

The accompanying notes are an integral part of these consolidated financial statements.

Sources and Uses of Funds, continued:

WASTE CONNECTIONS, INC.
 CONSOLIDATED STATEMENTS OF CASH FLOWS
 (IN THOUSANDS OF U.S. DOLLARS)
SUPPLEMENTARY DISCLOSURES OF CASH FLOW INFORMATION AND NON-CASH TRANSACTIONS:

	Years Ended December 31,		
	2021	2020	2019
Cash paid for income taxes	\$ 146,198	\$ 104,618	\$ 81,049
Cash paid for interest	\$ 157,485	\$ 142,310	\$ 139,694
Changes in accrued capital expenditures for property and equipment	\$ 22,153	\$ (10,940)	\$ (7,528)
In connection with its acquisitions, the Company assumed liabilities as follows:			
Fair value of assets acquired	\$ 1,230,396	\$ 514,234	\$ 913,793
Cash paid for current year acquisitions	(960,449)	(388,789)	(736,610)
Change in open working capital settlements at year end	—	(1,505)	(5,272)
Liabilities assumed and notes payable issued to sellers of businesses acquired	\$ 269,947	\$ 123,940	\$ 171,911

The accompanying notes are an integral part of these consolidated financial statements.

2. Technical Proposal for Base Services

1. Collection

5.5 Technical Proposal for Base Services

In order to be in full compliance with the request of the Authority, for our response to the Base Services sections, we are utilizing similar outlines as presented in RFP documents provided by the Authority. Additions/changes to Base Services will be discussed specifically in our response to **5.6 Technical Proposal for Alternative Services**.

In addition to our existing operations, to achieve the Base Services requirements, WVC&R will add 17 additional FTEs exclusive to the 2024 West Valley Contract, including:

- 14 Drivers
- 2 CSRs
- 1 Outreach Coordinator

5.5.1 Collection

For the responses in this section, we will be following the outline from Exhibit B of the Draft Franchise Exhibits document, to include all necessary information related to collection under this contract.

We are assuming, based on 5.7A of the Draft Franchise Agreement, and section 4.7 of our current agreement, that the Authority will maintain ownership of all carts at the expiration of our current agreement. As such, we did not provide information on a complete exchange of all residential carts at the commencement of the new contract. We will be able to provide more detail on such a transition should the Authority request a full exchange of residential carts.

For the purposes of detailing information regarding trucks and equipment, we have provided a combined table under the first material type in each Services section. For information on additional trucks (Drop Box and support vehicles) please see below.

Drop Box & Support Vehicles								
Number of Vehicles in Fleet	Type of Vehicle	Cost	Capacity	Age	Manufacturer	Emission Control Technology	Fuel Type	State Compliance (Regulation)
6	Rear Loader	\$385,000.00	25 Yards	2024	McNeilus	NA	CNG	CA
1	Delivery Truck	\$150,000.00	NA	2024	Morgan	NA	CNG	CA
6	Roll Off	\$380,000.00	NA	2024	Galbreath	NA	CNG	CA
1	Stinger	\$180,000.00	NA	2024	G&H	NA	CNG	CA
2	Container Del	\$150,000.00	NA	2024	Morgan	NA	CNG	CA
1	Flat Bed /Boom	\$250,000.00	NA	2024	Morgan	NA	CNG	CA
1	Service Truck	\$175,000.00	NA	2024	FORD	NA	Diesel	CA
3	Sup. Pick up	\$50,000.00	NA	2024	FORD	NA	Gas	CA

Exhibit B1 - Single-family Residential Services:

1. Recyclables Material Collection

A. Collection Methodology:

1. Delivering Services:

New carts, as needed will be delivered with flatbed trucks using routed work orders for geographic efficiency. A flatbed truck provides the highest capacity for delivering all carts in a single trip. New cart delivery work orders include instructions from the customer on placement/spotting. If the delivery driver encounters any issues during delivery, he contacts our dispatcher who calls the customer to resolve any concerns or clarify locations. This same process is used for cart removal and cart exchanges.

2. Routing Strategies:

We use an industry leading software called e-Route from Institute of Information Technology (IIT). This robust full scope routing system geocodes every address to provide us with a latitude and longitude, and pins each location on a map. This software allows WVC&R Managers and Supervisors the option to simulate a variety of reroute scenarios to ensure each route is optimized for efficiency and safety.

3. Collection Methods:

We will use all new CNG/RNG powered single-body ASL trucks for collection. We will continue to educate our customers on proper set-out guidelines to ensure safe access and optimal efficiency, including promotion of our

App which allows customers to sign up for reminder notifications the night before collection. We will transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility.

Service Frequency: One (1) time per week on the same day as Organic Materials and Solid Waste Collection services. Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement.

Service Location: Curbside. Non-curbside Collection will be available for free for those physically unable to use curbside service, or at an additional charge as described in Section 4.13.C of the Agreement.

Acceptable Materials: Recyclable Materials as defined in Draft Franchise Exhibits. **Please see our red lined changes to Recyclable Material definition as requested by GreenWaste - recycling & organics processor, with the same Recyclable Material definition red lines proposed by our Alternative Proposal #1 recycling processor, Pacific Recycling Solutions.*

Prohibited Materials: Solid Waste, Organic Materials, C&D, Excluded Materials.

Additional Service: For Single-Family Customers requesting Recyclable Materials Containers beyond one (1), we shall provide the additional Recyclable Materials Carts at rates approved by the Authority. We shall allow Single-Family Customers to place flattened Cardboard (pieces no larger than 4' x 4') adjacent to the Recyclable Materials Cart on their regularly scheduled Collection day at no additional charge to the Customer.

Seasonality: During holidays or times of year with historically higher or lower volumes, we proactively adjust to accommodate for seasonal variations by scheduling our regular drivers to work additional hours or overlap with existing routes to ensure all materials are collected as scheduled.

Hard to Service: For our hard to service residential locations we utilize a smaller profile ASL collection truck which can safely maneuver through narrow roads, courts, and alleys.

Benefits to the Authority: We have matched our base proposal to match what the Authority has outlined in the RFP documents. The ASL truck methodology required is the industry standard and provides the most efficient and safest collection of materials. By using all single-body trucks allows for maximum collection capacity before breaking off-route to dump materials.

B. Equipment to be utilized:

SFD Collection Vehicles								
Number of Vehicles in Fleet	Type of Vehicle	Cost	Capacity	Age	Manufacturer	Emission Control Technology	Fuel Type	State Compliance (Regulation)
25	ASL	\$490,000.00	33 Yards	2024	Labrie	NA	CNG	CA
6	ASL-Mini	\$480,000.00	28 Yards	2024	Labrie	NA	CNG	CA

C. Standard crew size: Service with an ASL truck typically requires only one (1) driver.

D. Containers to be utilized:

Single Family Dwelling						
Type	Material Type	Quantity/Standing Inventory	Manufacturer	Model	Size	
Cart	Recycling	1120	Rehrig	EnviroGuard	20, 35, 65, 95 gal.	
Cart	Organics	1820	Rehrig	EnviroGuard	20, 35, 65, 95 gal.	
Cart	Solid Waste	1400	Rehrig	EnviroGuard	20, 35, 65, 95 gal.	
Kitchen Pail		1000	Rehrig		2.5 gal.	
Kit	Used Cooking Oil	8000	Consolidated		1 gallon	
Drop Box	All	8 of each size	Stockton Tri Industries LLC		8 to 40 cu.yd.	

*Please see Attachment 3 – Rehrig EnviroGuard Informational Cart Flyer

Gravity Lock Carts: To effectively manage storm water and prevent litter, we shall provide gravity-lock carts to any customer who requests them for a one (1) time charge of \$50.00.

E. Proposed Location: Our office, located at **1333 Oakland Road in San Jose, CA**, houses our entire operation to include, collection vehicle parking, collection container storage, employee parking, vehicle and equipment maintenance facilities, and Customer Service offices. WVC&R owns this property. We are proud of the many upgrades we've made to the facility and look forward to continued enhancements in the future. We also have an agreement with

Guadalupe Landfill to store a collection of Drop Boxes for more efficient tipping and delivery to the next customer, should the project require a different container size.

- F. **Integrating emerging technology:** As a national company we communicate best practices and technological advancements learned on the ground throughout our North American footprint, and are in regular communication with our national industry-related vendors. We are members of SWANA and the NWRA, and regularly attend national industry events such as Waste Expo and WasteCon to network and learn of new industry trends for implementation. Please see section 5.7 to follow for more on our local and national sustainability and environmental initiatives. We look forward to continued open communication and collaboration with the Authority on continuing to support resource recovery, landfill diversion and waste reduction efforts.

2. Organic Materials Collection

A. Collection Methodology –

1. **Delivering Services:** *please reference section B1-1.Recyclable Material Collection*
2. **Routing Strategies:** *please reference section B1-1.Recyclable Material Collection*
3. **Collection Methods:** *please reference section B1-1.Recyclable Material Collection*

We will transport all Organic Material to the Designated Facility.

Service Frequency: One (1) time per week on the same day as Recyclable Materials and Solid Waste Collection service. Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement.

Service Location: *please reference section B1-1.Recyclable Material Collection*

Acceptable Materials: Organic Materials (including Yard Trimmings, Food Scraps, and Compostable Paper). Contractor shall accept Compostable Plastic unless otherwise directed by Authority Contract Manager. Single-Family Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Carts for Collection. Organic Materials placed for Collection in Carts may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart.

**Please see our red lined changes to Recyclable Material definition as requested by GreenWaste - recycling & organics processor.*

Prohibited Materials: Recyclable Materials, Solid Waste, C&D, Excluded Materials.

Additional Service: Up to one (1) additional Cart shall be made available for no additional charge upon Customer request for Customers residing in the City of Campbell, the City of Saratoga, or the Town of Los Gatos. Up to two (2) additional Carts shall be made available for no additional charge upon Customer request for Customers residing in the City of Monte Sereno. For Single-Family Customers requesting Organic Materials Containers beyond three (3), Contractor shall provide the additional Organic Materials Carts to Single-Family Customers upon request and may charge at Rates approved by the Authority. We shall allow Single-Family Customers to place bundled and tied Yard Trimmings of up to thirty-two (32) gallons in volume adjacent to the Organic Materials Cart on their regularly scheduled Collection day at no additional charge to the Customer up to six (6) times per calendar year.

Other Requirements: We shall purchase and distribute one (1) small Kitchen Pail designed to contain Food Scraps prior to placement in the Customer's Organic Materials Cart to each new Single-Family Customer at no additional charge. We shall also purchase and provide each Single-Family Customer no more than one (1) small kitchen pail annually at no additional charge upon request by Customer and as directed by the Authority Contract Manager.

Seasonality: *please reference section B1-1.Recyclable Material Collection*

Hard to Service: *please reference section B1-1.Recyclable Material Collection*

Benefits to the Authority: *please reference section B1-1.Recyclable Material Collection*

- B. **Equipment to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- C. **Standard crew size:** *please reference section B1-1.Recyclable Material Collection*
- D. **Containers to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- E. **Proposed Location:** *please reference section B1-1.Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B1-1.Recyclable Material Collection*

3. Solid Waste Collection

A. Collection Methodology –

1. **Delivering Services:** *please reference section B1-1.Recyclable Material Collection*
2. **Routing Strategies:** *please reference section B1-1.Recyclable Material Collection*
3. **Collection Methods:** *please reference section B1-1.Recyclable Material Collection*

We will transport all Solid Waste to the Designated Disposal Facility.

Service Frequency: One (1) time per week on the same day as Recyclable Materials and Organic Materials Collection service. Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement.

Service Location: *please reference section B1-1.Recyclable Material Collection*

Acceptable Materials: Solid Waste

Prohibited Materials: Recyclable Materials, Organic Materials, C&D, and Excluded Materials.

Additional Service: We shall provide additional Solid Waste Carts to Single-Family Customers upon request and may charge the appropriate Rate approved by the Authority. We shall accept Household Batteries in the collection program provided that those batteries have been separately packaged in a sealed fluorescent bag, provided by WVC&R and placed on top of the Solid Waste Cart.

Other Requirements: We shall provide every Single-Family Customer with at least two (2) fluorescent bags per calendar year. We shall deliver fluorescent bags in conjunction with educational mailers as part of our annual public education and outreach plan approved in accordance with Exhibit C, or other method approved by the Authority Contract Manager.

Seasonality: *please reference section B1-1.Recyclable Material Collection*

Hard to Service: *please reference section B1-1.Recyclable Material Collection*

Benefits to the Authority: *please reference section B1-1.Recyclable Material Collection*

- B. **Equipment to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- C. **Standard crew size:** *please reference section B1-1.Recyclable Material Collection*
- D. **Containers to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- E. **Proposed Location:** *please reference section B1-1.Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B1-1.Recyclable Material Collection*

4. **Used Cooking Oil Collection**

A. Collection Methodology –

1. **Delivering Services:** Upon request, Used Cooking Oil Kits are delivered to the customer by their Recycling Route Driver. Upon pick up of the full Oil container, we leave an empty replacement container for the customers' convenience.
2. **Routing Strategies:** Collected as customers set out kits for pick up by regular route driver
3. **Collection Methods:** We shall provide service at the frequency requested by Customers or Occupants, up to the maximum service frequency.

We have current experience providing curbside collection of Used Motor Oil Collection using WVC&R-provided kits to residents. It is our understanding, from the RFP, that Used Cooking Collection will be replacing Used Motor Oil Collection, with the option remaining for residents to take their used motor oil to an HHW drop off site. We anticipate participation in this program to far exceed the motor oil collection program due to a higher percentage of residents generating cooking oil.

Containers: Used Oil Recovery Kit

Container Sizes: One (1)-gallon translucent plastic containers with screw-on top jugs, and six-(6) mil plastic sealable bags

Service Frequency: Up to one (1) time per week and up to three (3) gallons per Single-Family Customer per week of used cooking oil on the same day as Solid Waste Collection service.

Service Location: Curbside

Acceptable Materials: Used cooking oil

Prohibited Materials: Recyclable Materials, Organic Materials, Solid Waste, C&D, and Excluded Materials.

Additional Service: Not applicable.

Other Requirements: We shall provide a Used Cooking Oil Recovery Kit upon Customer’s request on their next scheduled collection day after such request. Upon Collection of used cooking oil from a Customer, we shall leave a clean and empty Used Oil Recovery Container adjacent to their cart.

As part of this contract, we will work with an approved grease pumper/hauler (examples here: <https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/sewer-utility/fats-oils-and-grease-fog-program>) to place grease receptacles at our site for regular collection. We shall recycle the used cooking oil only with Persons who are authorized by the State of California to recycle such materials. In the event the used cooking oil collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, we shall dispose of such materials at Contractor’s own cost and expense in accordance with Applicable Law.

We shall notify the Authority Contract Manager of any contamination that renders the used cooking oil unacceptable for Recycling or that requires Disposal as a Hazardous Waste.

We shall keep all used cooking oil Collected pursuant to this Agreement segregated from other materials.

We may refuse to Collect used cooking oil if it is not contained in an approved Used Oil Recovery Kit. WVC&R will leave a Non-Collection Notice that explains the reason for non-Collection, and also leaves a clean and empty Used Oil Recovery Kit adjacent to the refused used cooking oil set out. We may refuse to collect a Used Oil Recovery Kit that contains liquid other than used cooking oil, provided that we leave a Non-Collection Notice that explains the reason for non-Collection.

Implementation schedule:

Steps: Order Used Cooking Oil Kits, Update education/outreach materials for SFD customers

Roles and Responsibilities: Ordering kits and collaborating with Authority to update outreach material – Weslie McConkey.

Delivery and collection of curbside kits: Recycling Route drivers.

Resident requests for new kits and program questions – WVC&R CSR team

Timeframes: Kits will be order immediately upon contract finalization, education and outreach will be developed and distributed to residents in the months prior to March 2024.

Staff Hiring: No additional staff will be required

Training: WVC&R team will ensure staff is trained on all new programs.

Equipment acquisition: WVC&R anticipates using the same vendor that currently provide the Used Oil Recovery kits.

Seasonality: During holidays we temporarily adjust for additional volume by having regular drivers work additional hours to ensure all materials are collected as scheduled.

Hard to Service: *please reference section B1-1.Recyclable Material Collection*

Benefits to the Authority: We have matched our base proposal to match what the Authority has outlined in the RFP documents. The ASL truck methodology required is the industry standard and provides the most efficient and safest collection of materials.

Benefits of diverting cooking oil include:

- Avoids Clogged Kitchen Pipes
- Protects Local Sewer Lines.
- Creates Renewable Energy.
- Reduces Greenhouse Gas Emissions.

As this will be a new program, potential challenges include resident compliance to ensure no contamination, utilize Use Oil Recovery kits (use of approved containers, securing jugs to prevent spills, etc.) and following participation/set out guidelines consistently.

B. **Equipment to be utilized:** *please reference section B1-1.Recyclable Material Collection*

C. **Standard crew size:** *please reference section B1-1.Recyclable Material Collection*

D. **Containers to be utilized:** **Used Oil Recovery Kit** will be provided to all customers requesting curbside collection of used cooking oil with a kit containing one (1) reusable plastic jug of at least one (1) gallon capacity with a leak-proof

watertight screw-on top to contain used cooking oil, a 6 mil plastic sealable bag, a flyer, and brochure, or other informational media approved by the Authority Contract Manager intended to educate Customers about the used cooking oil collection program and the benefits resulting from the proper handling of used cooking oil. We will ensure an on hand quality sufficient to provide this service to all SFD customers, by request.

- E. **Proposed Location:** *please reference section B1-1.Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B1-1.Recyclable Material Collection*

5. Bulky Item Collection

A. Collection Methodology –

1. **Delivering Services:** Not applicable
2. **Routing Strategies:** On Call and communicated to the route using Work Orders
3. **Collection Methods:**

We shall Collect Bulky Items, Reusable Materials, and other materials described herein from Single-Family Customers and Transport all Bulky Items and Reusable Materials to the applicable Designated Facility, Approved Facility, or reuse vendor(s). We shall provide service at the frequency requested by Customers or Occupants, up to the maximum service frequency.

During the first two (2) complete calendar weeks of January each year, we may offer limited collection of Bulky Items, Reusable Materials, and other materials while offering holiday tree collection service in accordance with Exhibit B1 Section 6, if needed. Under no circumstances shall the Contractor cease Collection service for Abandoned Waste in accordance with Section 4.5 and Exhibit B4.

Service Level: For each Collection event, up to three (3) cubic yards of Reusable Materials, Recyclable Materials, and Solid Waste; and, up to three (3) Bulky Items of which up to one (1) may be an E-Waste item, and two(2) may be an Appliance.

Service Frequency: Upon Customer or Occupant request, up to three (3) times per calendar year per Single-Family Customer at no additional cost to the Customer. Additional on-call service upon Customer or Occupant request at Rates approved by the Authority.

Service Location: Curbside, in front of each individual Premises, or other location on or adjacent to Customer's Premises, as arranged by Customer and Contractor, to reduce safety concerns of Collecting Bulky Items along busy streets.

Acceptable Materials: Reusable Materials, Bulky Items, Source Separated Recyclable Materials, Source Separated Yard Trimmings, clean unfinished wood, Solid Waste, and E-Waste.

Prohibited Materials: Food Scraps, Hazardous Materials, liquids, sludge, rocks, cement, dirt, bundled wood exceeding five (5) feet in length or wood that is painted or stained, abandoned automobiles, automobile batteries, commercial tires, Excluded Materials, Infectious Waste, or any single item (e.g., large auto parts) that exceeds one hundred fifty (150) pounds in weight, excluding Appliances (unless Customer has paid an additional fee for service).

Additional Service: We shall collect additional acceptable materials (as described herein) that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rate approved by the Authority for such additional material Collected.

Other Requirements: We shall design the Bulky Item Collection program to include the participation of reuse vendor(s) to accept donated clothes or other reusable items and to Recycle or Divert as much of the material as possible. Mattresses shall be delivered to a recycler. Contractor shall not dispose of materials Collected through the Bulky Item Collection program unless the materials cannot be diverted. Contractor shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle; and if none of the other options are practicable, (4) Dispose.

Appliances and E-Waste items shall be reused, Recycled, or Disposed by Contractor in accordance with requirements of Applicable Law and in accordance with the State Department of Toxic Substance Controls

regulations. In the event Contractor Collects Appliances that contain Freon, Contractor shall handle such Appliances in a manner that the Appliances are not subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

If we determine that material placed for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Facility, handled at the Processing Sites, or presents a hazard to Contractor's employees we shall have the right to refuse to accept such material, provided that we leave a Non-Collection Notice in accordance with Section 4.14 of this Agreement.

Seasonality: *please reference section B1-1.Recyclable Material Collection*

Hard to Service: *please reference section B1-1.Recyclable Material Collection*

Benefits to the Authority: *please reference section B1-1.Recyclable Material Collection.*

- B. **Equipment to be utilized:** WVC&R uses Rear Load trucks for the collection of Bulky items.
- C. **Standard crew size:** *please reference section B1-1.Recyclable Material Collection*
- D. **Containers to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- E. **Proposed Location:** *please reference section B1-1.Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B1-1.Recyclable Material Collection*

6. Holiday Tree Collection

A. Collection Methodology –

1. **Delivering Services:** Not applicable
2. **Routing Strategies:** We proactive plan for this service to be performed starting on Dec 26th and through the end of January (or as directed by the Authority). We use maps to assign routes and sweep through collection areas to collect all trees curbside. When we receive a call from a customer, notifying us that their tree is at the curb, we will make a “driver note” on the account and those are collected within two (2) business days.

3. **Collection Methods:**

We shall collect holiday trees from all Single-Family Customers annually to supplement, and coordinate with, but not replace, the collection program offered by youth programs (including by not limited to the Boy Scouts) in the Authority. Our collection of holiday trees shall begin at the Customer’s Curbside during the first Monday in January and end on the first regularly scheduled Organic Materials Collection day of February for each specific Route. We shall publicize to customers that the holiday tree collection service is available from the first Monday in January until the first regularly scheduled Organic Materials Collection day of the last week of February for each specific Route. On the first regularly scheduled Organic Materials Collection day of February for each specific route, we shall offer a courtesy collection of holiday trees for customers who did not receive a holiday tree collection in January.

We understand in the Draft Franchise exhibits states: Holiday trees shall be routed consistent with Organic Materials Collection routes and shall be collected on the Customer’s regular Collection day. We have red lined this item with a comment requesting further discussion with the Authority. With our new single body truck fleet, we will also be encouraging our customers to cut trees down to fit in their Yard Trimmings cart for collection on their scheduled weekly service day.

Holiday trees shall be delivered to the Approved Facility(ies) where they will be used to produce mulch or diverted from landfill Disposal in an alternative manner to count as diversion in accordance with the AB 939 and SB 1383, with the exception that holiday trees may not be used as ADC, AIC, or for transformation fuel without prior written approval from the Authority Contract Manager. Trees that are flocked and contain tinsel and/or other decorations may not be collected for Diversion purposes but shall be Collected and Disposed by Contractor. Holiday tree collection services shall be provided at no additional cost to the Authority or the customer. We may require that holiday trees be cut into sections no greater than six (6) feet.

Seasonality: During holidays we temporarily adjust for additional volume by having regular drivers work additional hours to ensure all materials are collected as scheduled.

Hard to Service: Situations which make tree collection challenging include access issues such as those caused by construction and street/utility work, but we make every effort to safely work around these situation and

communicate with the customer to ensure they're aware of our collection plans.

Benefits to the Authority: *please reference section B1-1.Recyclable Material Collection*

- B. **Equipment to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- C. **Standard crew size:** *please reference section B1-1.Recyclable Material Collection*
- D. **Containers to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- E. **Proposed Location:** *please reference section B1-1.Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B1-1.Recyclable Material Collection*

7. Drop Box and Compactors

A. Collection Methodology –

1. **Delivering Services:**

We use Roll-Off trucks to deliver Drop Boxes. Bin-style compactors are delivered using our Container Delivery truck.

2. **Routing Strategies:**

Many of the compactors we service are on a regular collection schedule. For the temporary Drop Boxes and those “on call” we create Work Orders based on customer need and distribute/sequence those service stops based on the daily schedule to maximize efficiency.

3. **Collection Methods:**

We shall allow for a Single-Family Customer to use a Drop Box for temporary collection to meet the customer's needs. In such case, we shall provide customer with a choice of container capacities ranging from eight (8) to forty (40) cubic yards with lids and covers (at the customer request). We will ensure Drop Boxes containing putrescible materials are collected at least one (1) time per week. We shall also ensure the designated pick-up area shall be in accordance with all applicable laws and permit conditions, and does not impede the flow of traffic.

Seasonality: *please reference section B1-1.Recyclable Material Collection*

Hard to Service: Construction sites can be challenging so we work with the contractor or customer to ensure Drop Boxes are placed in locations which work for the customer, are safely accessible for our routes to collect the container, and which comply with all applicable laws and permit conditions, and does not impede the flow of traffic.

Benefits to the Authority: *please reference section B1-1.Recyclable Material Collection*

- B. **Equipment to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- C. **Standard crew size:** *please reference section B1-1.Recyclable Material Collection*
- D. **Containers to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- E. **Proposed Location:** *please reference section B1-1.Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B1-1.Recyclable Material Collection*

8. HHW Drop-Off Facility:

WVC&R shall provide E-Waste, Universal Waste, Used Motor Oil, Used Oil Filters, Paint, Batteries, and Fluorescent Lights collection at a permanent drop-off site. Customers may drop off the materials during operating hours at the Approved E-Waste Drop-Off Facility, located within 15-miles the Authority service area at: **575 Charles Street San Jose, CA 95112**

Exhibit B2 - Multi-family Residential Services:

1. Recyclables Material Collection

A. Collection Methodology:

1. **Delivering Services:**

New carts, as needed will be delivered with flatbed trucks using routed work orders for geographic efficiency. A flatbed truck provides the highest capacity for delivering all carts in a single trip. New cart delivery work orders include instructions from the customer on placement/spotting. If the delivery driver encounters any issues during delivery, he contacts our dispatcher who calls the customer to resolve any concerns or clarify location. This same process is used for cart removal and cart exchanges. For MFD bin delivery/exchange, we also utilize

a flatbed truck for placement onsite. Roll Off trucks will deliver drop boxes and compactors as requested by customer.

2. **Routing Strategies:** We use an industry leading software called e-Route from Institute of Information Technology (IIT). This robust full scope routing system geocodes every address to provide us with a latitude and longitude, and pins each location on a map. This software allows WVC&R Managers and Supervisors the options to simulate a variety of reroute scenarios to ensure each route is optimized for efficiency and safety.

3. **Collection Methods:**

All front load truck are equipped with cart tippers, allowing dumping of 2 carts at a time. We will use all new CNG/RNG powered single-body front load trucks for collection of recycling carts, and new CNG/RNG Roll off trucks to deliver and provide service for drop boxes and compactors. We will continue to educate our customers on proper recycling guidelines, and will transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility.

Service Frequency: Up to five (5) times per week, as scheduled by Customer, but not less than one (1) time per week. Collections missed on Fridays to be picked up Saturdays as described in Draft Agreement.

Service Location: Curbside, enclosure, or other location agreed upon by Customer and WVC&R, including individual or centralized cart and bin service. Authority-approved charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection vehicle can access from a paved surface. We shall ensure the designated pick-up area for Drop Boxes and Compactors are in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.

Acceptable Materials: Recyclable Materials, as defined in Draft Franchise Exhibits. **Please see our red lined changes to Recyclable Material definition as requested by GreenWaste - recycling & organics processor, with the same Recyclable Material definition red lines proposed by our Alternative Proposal #1 recycling processor, Pacific Recycling Solutions.*

Prohibited Materials: Organic Materials, Solid Waste, C&D, Excluded Materials.

Additional Service: Special pick-ups requested by a Customer, on days other than their regularly scheduled collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.

Other Requirements: We shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service containers and may charge Authority-approved rates for such service. We shall provide no less than twenty (20) gallons for each Dwelling Unit.

Benefits to the Authority: Use of front-load (with cart tippers) and roll off trucks provides the safest and most efficient collection of materials.

B. Equipment to be utilized:

Commercial/MFD Collection Vehicles								
Number of Vehicles in Fleet	Type of Vehicle	Cost	Capacity	Age	Manufacturer	Emission Control Technology	Fuel Type	State Compliance (Regulation)
17	Front Load	\$500,000.00	28 Yards	2024	McNeilus	NA	CNG	CA

- C. **Standard crew size:** Service with a front load and roll off trucks typically require only one (1) driver.

- D. **Containers to be utilized:**

Multi-Family Dwelling					
Type	Material Type	Quantity/Standing Inventory	Manufacturer	Model	Size
Cart	Recycling	240	Rehrig	EnviroGuard	95 gal.
Cart	Organics	390	Rehrig	EnviroGuard	95, 65 gal.
Cart	Solid Waste	300	Rehrig	EnviroGuard	35, 65, 95 gal.
Container	All	10 of each size	Stockton Tri Industries LLC		1, 1.5, 2, 3, 4, 6 cu.yd
Kitchen Pail		4000	Rehrig		
Drop Box	All	10 of each size	Stockton Tri Industries LLC		8 to 40 cu.yd.
Compactor	All		TBD		10 to 40 cu.yd

Gravity Lock Carts: To effectively manage storm water and prevent litter, we shall provide gravity-lock carts to any customer who requests them for a one (1) time charge of \$50.00.

- E. **Proposed Location:** Our office, located at **1333 Oakland Road in San Jose, CA**, houses our entire operation to include, collection vehicle parking, collection container storage, employee parking, vehicle and equipment maintenance facilities, and Customer Service offices. WVC&R owns this property. We are proud of the many upgrades we've made to the facility and look forward to continued enhancements in the future. We also have an agree with Guadalupe Landfill to store a collection of Drop Boxes for more efficient tipping and delivery to the next customer, should it require a different container size.
- F. **Integrating emerging technology:** As a national company we communicate best practices and technological advancements learned on the ground throughout our North American footprint, and are in regular communication with our national industry-related vendors. We are a member of SWANA and the NWRA, and regularly attend national industry event such as Waste Expo and WasteCon to network and learn of new industry trends for implementation. Please see section 5.7 to follow for more on our local and national sustainability and environmental initiatives. We look forward to continued open communication and collaboration with the Authority on continuing to support resource recovery, landfill diversion and waste reduction efforts.

2. Organic Materials Collection

A. Collection Methodology –

- 1. **Delivering Services:** *please reference section B2-1.Recyclable Material Collection*
- 2. **Routing Strategies:** *please reference section B2-1.Recyclable Material Collection*
- 3. **Collection Methods:** *please reference section B2-1.Recyclable Material Collection*

Container Sizes: *We'd like to discuss replacing 95gal with 65gal due to the weight issues.*

Service Frequency: *please reference section B2-1.Recyclable Material Collection*

Service Location: *please reference section B2-1.Recyclable Material Collection*

Acceptable Materials: Organic Materials (including Yard Trimmings, Food Scraps, and Compostable Paper). Compostable plastic are acceptable materials unless otherwise directed by Authority Contract Manager.

Multi-Family Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Containers for Collection. Organic Materials placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin.

**Please see our red lined changes to Recyclable Material definition as requested by GreenWaste - recycling & organics processor.*

Prohibited Materials: Recyclable Materials, Solid Waste, C&D, Excluded Materials.

Additional Service: *please reference section B2-1.Recyclable Material Collection*

Other Requirements: WVC&R shall purchase and distribute one (1) small kitchen pail designed to contain Food Scraps prior to placement in the Customer's Organic Materials Cart to each new Multi-Family Dwelling Unit Customer or Occupant at no additional charge. We shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers and may charge Authority-approved Rates for such service. We shall provide no less than ten (10) gallons of Container capacity for every Dwelling Unit.

Seasonality: During holidays we temporarily adjust for additional volume by having regular drivers work additional hours to ensure all materials are collected as scheduled.

Hard to Service: *please reference section B2-1.Recyclable Material Collection*

Benefits to the Authority: *please reference section B2-1.Recyclable Material Collection*

- B. **Equipment to be utilized:** *please reference section B2-1.Recyclable Material Collection*
- C. **Standard crew size:** *please reference section B2-1.Recyclable Material Collection*
- D. **Containers to be utilized:** *please reference section B2-1.Recyclable Material Collection*
- E. **Proposed Location:** *please reference section B2-1.Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B2-1.Recyclable Material Collection*

3. Solid Waste Collection

A. Collection Methodology –

1. **Delivering Services:** *please reference section B2-1.Recyclable Material Collection*
2. **Routing Strategies:** *please reference section B2-1.Recyclable Material Collection*
3. **Collection Methods:** *please reference section B2-1.Recyclable Material Collection*

We will transport all Solid Waste to Guadalupe Landfill.

Service Frequency: *please reference section B2-1.Recyclable Material Collection*

Service Location: *please reference section B2-1.Recyclable Material Collection*

Acceptable Materials: Solid Waste.

Prohibited Materials: Recyclable Materials, Organic Materials, C&D, and Excluded Materials.

Additional Service: Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks ups can be scheduled equating to up to five (5) days per week total service. We will accept Household Batteries in the Collection program from Small Multi-Family Premises provided that tenants of Small Multi-Family Premises place Household Batteries in a sealed fluorescent bag, provided by the WVC&R, and place on top of a centrally located Solid Waste Container. We will accept Household Batteries in the collection program from Large Multi-Family Premises provided that the Household Batteries are placed in a WVC&R-provided Collection container and placed in a mutually-determined location for collection.

Other Requirements: We shall open and close gates, push and/or pull containers, lock and unlock containers, and/or perform other services as reasonably necessary to access and service bins, and may charge the Authority-approved rates for such services. We will provide every Multi-Family Customer with at least two (2) fluorescent bags per Multi-Family Dwelling Unit per calendar year. We will deliver fluorescent bags in conjunction with diversion opportunity assessments as part of our annual public education and outreach plan, approved in accordance with Exhibit C, or other method approved by the Authority Contract Manager. WVC&R will provide a per dwelling unit rate to all properties that are served as multi-family regardless of size or type. The one exception is cases where individual units, property manager, or HOA chooses to provide individual service to each unit and bill that service directly to that unit, similar to a single-family customer (e.g., townhomes, mobile home parks).

Seasonality: *please reference section B2-1.Recyclable Material Collection*

Hard to Service: *please reference section B2-1.Recyclable Material Collection*

Benefits to the Authority: *please reference section B2-1.Recyclable Material Collection*

B. **Equipment to be utilized:** *please reference section B2-1.Recyclable Material Collection*

C. **Standard crew size:** *please reference section B2-1.Recyclable Material Collection*

D. **Containers:** *please reference section B2-1.Recyclable Material Collection*

E. **Proposed Location:** *please reference section B2-1.Recyclable Material Collection*

F. **Integrating emerging technology:** *please reference section B2-1.Recyclable Material Collection*

4. **Bulky Item Collection**

A. Collection Methodology –

1. **Delivering Services:** *not applicable*

2. **Routing Strategies:** Items will be picked up on an “on call” basis using Work Rrders generated by our Customer Service Representatives

3. **Collection Methods:** *please reference section B2-1.Recyclable Material Collection*

Service Frequency: Collection provided one (1) time per calendar year per Dwelling Unit on an on-call basis (e.g., a Multi-Family Premises with ten (10) Dwelling Units is entitled to a total of ten (10) total Collection requests per calendar year for the Premises at no charge, regardless of which Dwelling Unit receives the service).

Additional on-call service upon Customer or Occupant request at Rates approved by the Authority.

Service Location: For Small Multi-Family Customers, we shall collect from a designated location at the Multi-Family Premises mutually agreed upon between WVC&R and the Occupant requesting service.

For Large Multi-Family Customers, we shall collect from a designated location at the Multi-Family Premises mutually agreed upon between WVC&R and the property Owner or manager.

Acceptable Materials: Appliances (maximum of two (2) per Dwelling Unit), Reusable Materials, Bulky Items, Source Separated Recyclable Materials, clean unfinished wood, Solid Waste, tires (four (4) per Dwelling Unit; removed from rims) and E-Waste.

Prohibited Materials: Food Scraps, Hazardous Materials, liquids, sludge, rocks, cement, dirt, bundled wood exceeding five (5) feet in length or wood that is painted or stained, abandoned automobiles, automobile batteries, commercial tires, Excluded Materials, Infectious Waste, or any single item (e.g., large auto parts,) that exceeds one hundred fifty (150) pounds in weight, excluding Appliances (unless Customer has paid an additional fee for service).

Additional Service: WVC&R shall collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rate, approved by the Authority, for such additional material collected.

Other Requirements: Contractor shall design the Bulky Item Collection program to include the participation of reuse Vendor(s) to accept donated clothes or other reusable items and to Recycle or Divert as much of the material as possible. Mattresses shall be delivered to a recycler. Contractor shall not dispose of materials Collected through the Bulky Item Collection program unless the materials cannot be diverted. Contractor shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle; and if none of the other options are practicable, (4) Dispose. Appliances and E-Waste items shall be reused, Recycled, or Disposed by Contractor in accordance with requirements of Applicable Law and in accordance with the State Department of Toxic Substance Controls regulations. In the event Contractor Collects Appliances that contain Freon, Contractor shall handle such Appliances in a manner that the Appliances are not subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

If Contractor determines that material placed for Collection is Hazardous Waste, Designated Waste, or other material that may not legally be Disposed of at the Designated Disposal Facility, handled at the Processing Sites, or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.14 of this Agreement.

Seasonality: *please reference section B2-1. Recyclable Material Collection*

Benefits to the Authority: *please reference section B2-1. Recyclable Material Collection.*

- B. **Equipment to be utilized:** *please reference section B2-1. Recyclable Material Collection*
- C. **Standard crew size:** *please reference section B2-1. Recyclable Material Collection*
- D. **Containers to be utilized:** Not applicable
- E. **Proposed Location:** *please reference section B2-1. Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B2-1. Recyclable Material Collection*

5. **Holiday Tree Collection**

A. Collection Methodology –

1. **Delivering Services:** For Large Multi-Family Customers, we will contact the property manager or Owner to arrange for a collection location or a drop box which shall be offered at no additional cost for holiday tree collection.
2. **Routing Strategies:** Trees are collected with Front Load and Roll Off vehicles which will sweep through areas during the designated collection timeframe.
3. **Collection Methods:** Front load collection for curbside collection and drop box for larger collection locations.

Container Sizes: Drop Boxes in sizes 20 – 40 yard (or as needed)

Service Frequency: We will publicize to customers and coordinate with local community groups, to provide pick-up service for holiday trees during the holiday tree collection period which is available from the first Monday in January until the first regularly scheduled Organic Materials Collection day of the last week of February for each specific Route. On the first regularly scheduled Organic Materials Collection day of February for each specific route, we shall offer a courtesy collection of holiday trees for customers who did not receive tree Collection in January.

Service Location: Curbside, drop box, or designated collection location

Acceptable Materials: Holiday trees in segments of six (6) feet or less.

Prohibited Materials: Trees that are flocked and contain tinsel and/or other decorations may not be collected for diversion purposes but shall be Collected and Disposed by Contractor. Holiday trees in sections greater than six (6) feet.

Additional Service: We will notify customers of additional charitable donation opportunities, such as the Boy Scouts.

Other Requirements: Holiday trees shall be delivered to the approved Facility (ies) where they will be used to produce Mulch or Diverted from landfill disposal in an alternative manner to count as diversion in accordance with AB 939 and SB 1383, with the exception that holiday trees may not be used as ADC, AIC, or for transformation fuel without prior written approval from the Authority Contract Manager.

Seasonality: During holidays we temporarily adjust for additional volume by having regular drivers work additional hours to ensure all materials are collected as scheduled.

Benefits to the Authority: *please reference section B2-1. Recyclable Material Collection*

- B. **Equipment to be utilized:** please reference B2-1. Recyclable Material Collection
- C. **Standard crew size:** *please reference section B2-1. Recyclable Material Collection*
- D. **Containers to be utilized:** please reference section B2-1. Recyclable Material Collection
- E. **Proposed Location:** please reference B2-1. Recyclable Material Collection
- F. **Integrating emerging technology:** B2-1. Recyclable Material Collection

6. **Move In and Move Out Kits**

With approval from the Authority, our Outreach Coordinator will develop Move-in and Move-out kits for all Multi Family units within the Member Agencies.

We anticipate the contents of Move In kits to include items such as: Recycling guides, stickers, etc. which clearly define the accepted and prohibited materials in the Recycling program. As well as in home recycling bags and an Organics Kitchen Pail.

We anticipate the contents of Move Out kits to include items such as: a move-out reuse guide to promote donating and reusing slightly used items like furniture and clothing, as well as other helpful information for Multi-Family residents that are moving out of the complex.

Prior to the commencement of the contract, we will develop (with the Authority) and order all materials for Move In/Move Out kits. Onsite Property Mangers will receive a personal visit from our Outreach Coordinator along with delivery of kits for existing tenants, and inventory for future tenants to be made available at the Property Manager's office. For MFD with no onsite management we will reach out to the contact on the account to coordinate delivery and distribution of both kits.

In the past we have conducted a similar roll out of recycling kits in the San Jose area for use in MFD units. This included the purchase and distribution of 50,000 five (5) gallon in-home recycle bins. More recently, we ordered 40,000 kitchen pails for delivery to both SFD and MFD homes in West Valley.

In our San Jose recycling kit implementation, we witnessed first-hand a significant increase in volumes and quality of recycleables at MFD locations. Providing convenient in-unit collection bags with proper instructions reduces contamination and increases participation.

In addition, Move Out kits assist in reducing unsightly enclosure areas, another leading factor in contamination issues. Diverting material for reuse also reduces landfill volume.

Challenges to implementing this new program include, difficulty in contacting off-site Property Managers to encourage and motivate participation. As the incumbent hauler we have the advantage of having existing relationships with this customer base to increase cooperation.

Implementation schedule:

Steps: Order recycle bags and kitchen pails. Update education/outreach materials for MFD customers

Roles and Responsibilities: Ordering kits and collaborating with Authority to update outreach material – Weslie McConkey.

Delivery Move In/Move Out kits: Sustainability Coordinator will meet with property manager and deliver all kits.

Timeframes: Kits will be order immediately upon contract finalization, education and outreach will be developed and distributed to residents in the months prior to March 2024.

Staff Hiring: No additional staff will be required

Training: WVC&R team will ensure staff is trained on all new programs.

Equipment acquisition:

WVC&R anticipates using the same vendor that currently provides the Kitchen Pails, along with The Sourcing Group for the graphic design development and procurement of the Recycling Bags.

For Large Multi-Family Customers, we shall provide Move-in Kits and Move-out Kits to the property manager or Owner, upon request, for the property manager or Owner to provide to tenants. We will provide additional Move-in Kits and Move-out Kits annually during diversion opportunity assessments described in Exhibit C, Section 4.

For Small Multi-Family Customers, we shall provide Move-in Kits upon request of a new tenant, property manager, or Owner. In addition, we shall contact each tenant once per calendar year to notify them of the availability of the Move-out Kits and encourage tenants to contact us directly when they would like to receive a Move-out Kit.

7. Multi-Family Container Sharing

Upon approval by the Authority Contract Manager and WVC&R shall permit Multi-Family Customers to share discarded materials service with other geographically proximate Multi-Family Customers. Such shared service shall be performed and billed as if it were being provided to a single Customer, with the exception that we shall require all Customers sharing a single service account to identify a “Primary Responsible Party” that will serve as the singular **point** of contact for communication and billing from WVC&R and the Authority, along with a list of all addresses with which the Primary Responsible Party will share service.

8. HHW Drop-Off Facility

WVC&R shall provide E-Waste, Universal Waste, Used Motor Oil, Used Oil Filters, Paint, Batteries, and Fluorescent Lights collection at a permanent drop-off site. Customers may drop off the materials during operating hours at the Approved E-Waste Drop-Off Facility, located within 15-miles the Authority service area at:

575 Charles Street San Jose, CA 95112

Exhibit B3 - Commerical Services:

1. Recyclables Material Collection

A. Collection Methodology:

1. Delivering Services:

For bin delivery/exchange, we utilize a flatbed truck for placement onsite. Roll Off trucks will deliver drop boxes and compactors as requested by customer. New carts, as needed will be delivered with flatbed trucks using routed work orders for geographic efficiency. A flatbed truck provides the highest capacity for delivering all carts in a single trip. New cart delivery work orders include instructions from the customer on placement/spotting. If the delivery driver encounters any issues during delivery, he contacts our dispatcher who calls the customer to resolve any concerns or clarify location. This same process is used for cart removal and cart exchanges.

2. Routing Strategies: We use an industry leading software called e-Route from Institute of Information Technology (IIT). This robust full scope routing system geocodes every address to provide us with a latitude and longitude, and pins each location on a map. This software allows WVC&R Managers and Supervisors the options to simulate a variety of reroute scenarios to ensure each route is optimized for efficiency and safety.



3. **Collection Methods:**

All front load truck are equipped with cart tipplers, allowing dumping of 2 carts at a time. We will use all new CNG/RNG powered single-body front load trucks for collection of recycling carts, and new CNG/RNG Roll off trucks to deliver and provide service for drop boxes and compactors.

Service Frequency: Up to six (6) times per week but not less than one (1) time per week (as requested by Customer).

Service Location: Curbside, enclosure, or location agreed upon by WVC&R and Customer at the Commercial Premises. Authority-approved charges may apply if the service location is greater than twenty-five (25) feet from the nearest point that a Collection vehicle can access from a paved surface. We shall ensure the designated pick-up area for Drop Boxes and Compactors are in accordance with all Applicable Laws and permit conditions and does not impede the flow of traffic.

Acceptable Materials: Recyclable Materials, as defined in Draft Franchise Exhibits.

***Please see our red lined changes to Recyclable Material definition as requested by GreenWaste - recycling & organics processor, with the same Recyclable Material definition red lines proposed by our Alternative Proposal #1 recycling processor, Pacific Recycling Solutions.*

Prohibited Materials: Solid Waste, Organic Materials, C&D, Excluded Materials.

Additional Service: Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.

Other Requirements: WVC&R shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and may charge the Authority-approved Rate for such service. We to provide no less than sixty-four (64) gallons of Container capacity per week per Commercial Generator with shared service at the Commercial Premises. For Commercial Premises within two hundred (200) feet or less of Residential Premises, Collection shall occur between the hours of 8:00 a.m. and 4:30 p.m. In the event of an unforeseen and/or extraordinary circumstance, we may collect from Residential Premises or Commercial Premises that are two hundred (200) feet or less from Residential Premises between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, upon prior written approval from the Authority Contract Manager.

Seasonality: During holidays or times of year with historically higher or lower volumes, we proactively adjust to accommodate for seasonal variations by scheduling our regular drivers to work additional hours or overlap with existing routes to ensure all materials are collected as scheduled.

Benefits to the Authority: Use of front-load (with cart tipplers) and roll off trucks provides the safest and most efficient collection of materials.

4. **Equipment to be utilized:**

Commercial/MFD Collection Vehicles								
Number of Vehicles in Fleet	Type of Vehicle	Cost	Capacity	Age	Manufacturer	Emission Control Technology	Fuel Type	State Compliance (Regulation)
17	Front Load	\$500,000.00	28 Yards	2024	McNeilus	NA	CNG	CA

5. **Standard crew size:** Service with a front load and roll off trucks typically require only one (1) driver.

6. Containers to be utilized:

Commercial/Member Agency					
Type	Material Type	Quantity/Standing Inventory	Manufacturer	Model	Size
Cart	Recycling	240	Rehrig	EnviroGuard	35, 65, 95 gal.
Cart	Organics	300	Rehrig	EnviroGuard	35, 65, 95 gal.
Cart	Solid Waste	390	Rehrig	EnviroGuard	35, 65, 95 gal.
Container	Recycling	10 of each size	Stockton Tri Industries LLC		1, 1.5, 2, 3, 4, 6 cu.yd
Container	Organics	40 total of all sizes	Stockton Tri Industries LLC		1, 1.5, 2, 3, 4, 6, 8 cu.yd
Container	Solid Waste	40 total of all sizes	Stockton Tri Industries LLC		1, 1.5, 2, 3, 4, 6, 8 cu.yd.
Drop Box	All	5 of each size	Stockton Tri Industries LLC		8 to 40 cu.yd.
Compactor	All		TBD		10 to 40 cu.yd

Gravity Lock Carts: To effectively manage storm water and prevent litter, we shall provide gravity-lock carts to any customer who requests them for a one (1) time charge of **\$50.00**.

- 7. **Proposed Location:** Our office, located at **1333 Oakland Road in San Jose, CA**, houses our entire operation to include, collection vehicle parking, collection container storage, employee parking, vehicle and equipment maintenance facilities, and Customer Service offices. WVC&R owns this property. We are proud of the many upgrades we’ve made to the facility and look forward to continued enhancements in the future. We also have an agree with Guadalupe Landfill to store a collection of Drop Boxes for more efficient tipping and delivery to the next customer, should it require a different container size.
- 8. **Integrating emerging technology:** As a national company we communicate best practices and technological advancements learned on the ground throughout our North American footprint, and are in regular communication with our national industry-related vendors. We are a member of SWANA and the NWRA, and regularly attend national industry event such as Waste Expo and WasteCon to network and learn of new industry trends for implementation. Please see section 5.7 to follow for more on our local and national sustainability and environmental initiatives. We look forward to continued open communication and collaboration with the Authority on continuing to support resource recovery, landfill diversion and waste reduction efforts.

2. Organic Materials Collection

A. Collection Methodology –

- 1. **Delivering Services:** *please reference section B3-1. Recyclable Material Collection*
- 2. **Routing Strategies:** *please reference section B3-1. Recyclable Material Collection*
- 3. **Collection Methods:** *please reference section B3-1. Recyclable Material Collection*

We will transport all Organic Materials to the Designated Organic Materials Processing Facility.

Containers: *please reference section B3-1. Recyclable Material Collection*

Container Sizes: *please reference section B3-1. Recyclable Material Collection*

Service Frequency: Up to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week (Monday through Friday).

Service Location: *please reference section B3-1. Recyclable Material Collection*

Acceptable Materials: Organic Materials (including Yard Trimmings, Food Scraps, Compostable Paper, Compostable Plastics). **Please see our red lined changes to Recyclable Material definition as requested by GreenWaste - recycling & organics processor.*

Commercial Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Containers for Collection.

Organic Materials placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin. Clear plastic bags may be used to contain material in the cart, but will not be composted.

Prohibited Materials: Recyclable Materials, Solid Waste, C&D, Excluded Materials.

Additional Service: WVC&R shall provide additional Organic Materials Collection capacity to Commercial Customers upon request and may charge the appropriate Rate approved by the Authority. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.

Other Requirements: WVC&R shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and may charge the Authority-approved Rate for such service.

We will provide no less than ten (10) gallons of Container capacity per week per Commercial Generator with shared service at the Commercial Premises. For Commercial Premises within two hundred (200) feet or less of Residential Premises, Collection shall occur between the hours of 8:00 a.m. and 4:30 p.m. In the event of an unforeseen and/or extraordinary circumstance, we may Collect from Residential Premises or Commercial Premises that are two hundred (200) feet or less from Residential Premises between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, upon prior written approval from the Authority Contract Manager.

Seasonality: *please reference section B3-1.Recyclable Material Collection*

Benefits to the Authority: *please reference section B3-1.Recyclable Material Collection*

- B. **Equipment to be utilized:** *please reference section B3-1.Recyclable Material Collection*
- C. **Standard crew size:** *please reference section B3-1.Recyclable Material Collection*
- D. **Containers to be utilized:** *please reference section B1-1.Recyclable Material Collection*
- E. **Proposed Location:** *please reference section B3-1.Recyclable Material Collection*
- F. **Integrating emerging technology:** *please reference section B3-1.Recyclable Material Collection*

3. Solid Waste Collection

A. Collection Methodology –

- 1. **Delivering Services:** *please reference section B3-1.Recyclable Material Collection*
- 2. **Routing Strategies:** *please reference section B3-1.Recyclable Material Collection*
- 3. **Collection Methods:** *please reference section B3-1.Recyclable Material Collection*

WVC&R shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Designated Disposal Facility.

Containers: *please reference section B3-1.Recyclable Material Collection*

Container Sizes: *please reference section B3-1.Recyclable Material Collection*

Service Frequency: Up to six (6) times per week but not less than one (1) time per week (as requested by Customer). Saturday service requires three (3) service days during the week (Monday through Friday).

Service Location: *please reference section B3-1.Recyclable Material Collection*

Acceptable Materials: Solid Waste

Prohibited Materials: Recyclable Materials, Organic Materials, C&D, Excluded Materials.

Additional Service: WVC&R shall provide additional Solid Waste Collection capacity to Commercial Customers upon request and may charge the appropriate rate approved by the Authority. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional pick-ups can be scheduled equating to up to six (6) days per week total service. We shall make contact with each and every Commercial Customer in advance of the commencement date to determine appropriate container sizes and service frequency.

Other Requirements: We shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers, and may charge the Authority-approved rate for such service. WVC&R to provide no less than twenty (20) gallons of container capacity per week per Commercial Generator with shared service at the Commercial premises. For Commercial Premises within two hundred (200) feet or less of Residential Premises, Collection shall occur between the hours of 8:00 a.m. and 4:30 p.m. In the event of an unforeseen and/or extraordinary circumstance, we may Collect from Residential Premises or Commercial Premises that are two hundred (200) feet or less from Residential Premises between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, upon prior written approval from the Authority Contract Manager.

Seasonality: *please reference section B3-1.Recyclable Material Collection*

Benefits to the Authority: *please reference section B3-1.Recyclable Material Collection*

Equipment to be utilized: *please reference section B1-1.Recyclable Material Collection*

- B. **Standard crew size:** *please reference section B3-1. Recyclable Material Collection*
- C. **Containers:** *please reference section B3-1. Recyclable Material Collection*
- D. **Proposed Location:** *please reference section B3-1. Recyclable Material Collection*
- E. **Integrating emerging technology:** *please reference section B3-1. Recyclable Material Collection*

4. Commercial Container Sharing

Upon approval by the Authority Contract Manager and WVC&R, we shall permit Commercial Customers to share Discarded Materials service with other geographically-proximate Commercial Customers. Such shared service shall be performed and billed as if it were being provided to a single Customer, with the exception that we shall require all Customers sharing a single service account to identify a “Primary Responsible Party” that will serve as the singular point of contact for communication and billing from WVC&R and the Authority, along with a list of all addresses with which the Primary Responsible Party will share service.

Exhibit B4 – Member Agency Services:

1. Commercial Customer Service to Member Agency Facilities

WVC&R shall collect Organic Materials, Recyclable Materials, and Solid Waste from Member Agency facilities in the same manner as those services are provided to Commercial Customers. We shall provide service to all existing Member Agency facilities identified in Exhibit B4, as well as any future Member Agency facilities established after the commencement date, in the container sizes and at the frequency requested by the Member Agencies. The cost of providing such service shall be an allowable cost of business, included in the adjustment of rates as described in Exhibit E.

WVC&R shall work with the Member Agencies to ensure that each Member Agency facility (including but not limited to public spaces such as parks) receives service that adequately meets the generation needs of that facility. We shall ensure that all Member Agency facility Service Levels are reviewed and updated every three (3) years during the Term. WVC&R will not be responsible for Excluded Material. **Please see our red lined changes to Recyclable Material definition as requested by GreenWaste - recycling & organics processor, with the same Recyclable Material definition red lines proposed by our Alternative Proposal #1 recycling processor, Pacific Recycling Solutions.*

2. List of Member Agency Facilities

WVC&R will collect Recyclable Materials, Organic Materials, and Solid Waste from Member Agency facilities (including parks) in the same manner as those services are provided to Commercial Customers. We shall provide service to all Member Agency facilities, present and future, at no additional cost to the Member Agency. However, such costs shall be allowable during cost-based Rate adjustments pursuant to Exhibit E2. We shall provide special event services pursuant to Section 4.6 of the Agreement. Current and planned Member Agency facilities (listed in Exhibit B4 Member Agency Services) to receive Collection services.

WVC&R shall provide Solid Waste, Recyclable Materials, and Organic Materials Collection services to the Member Agencies’ public facilities, parks, public litter cans, and public Recycling and Organics cans as listed below. The Member Agency may, at any time, modify the service requirements to increase the volume collected or the frequency of collection, and add locations serviced.

3. Public Litter Module Service

WVC&R shall provide collection, transportation, and processing or disposal service to all public litter modules in place or placed by the Member Agencies on sidewalks, at bus stops, in parks, and other Member Agency properties as set forth in Exhibit B4 during the Term of this Agreement. Frequency of collection may be designated by the Member Agency, not to exceed five (5) times per week per public litter module.

Should Authority elect for us to provide weekend service, frequency of collection will be updated to seven (7) times per week. In the event that public litter modules are designed and able to separately contain source separated recyclable materials and/or source separated organic materials, WVC&R shall process such materials in accordance with Sections 4.1 and 4.2 of the Agreement and shall not commingle such materials with Solid Waste. In the event organics and/or recycling collection is to be added we request a discussion to address additional compensation.

Please see Alternative Cost Proposal for pricing related to this service.

4. On-Call Clean Up Service

WVC&R shall provide collection and transportation service for on-call clean-up service requests upon Member Agency request. At each Member Agency's sole option, the Member Agency may direct us to provide such clean-up capacity in the form of temporary Drop Box service for community events, creek vegetation removal, large clean-up events at locations throughout the Member Agencies, Member Agency Facility bulky item collection, abandoned waste collection, or any other arrangement deemed appropriate. WVC&R will provide and collect a maximum of twenty (20) Drop Box hauls per calendar year at no charge to each Member Agency. The Parties acknowledge that the intent of this program is not to support the ongoing, regular collection needs associated with new developments in the Member Agencies, but rather to support the Member Agencies through targeted, short-term, clean-up events or collection service.

WVC&R shall, in response to a written request from a Member Agency, deliver to and collect Drop Boxes from locations not designated as City facilities. The request to WVC&R shall specify the date of delivery and collection of the Drop Box containers, the location(s) for delivery, and the number of and size of the Drop Box containers to be delivered. We shall deliver Drop Boxes by the next working day following Member Agency request. We shall collect, empty, and return Drop Boxes by the next working day following Member Agency request. We shall remove and not return Drop Boxes by the next working day following Member Agency request.

5. Emergency Services

WVC&R shall provide emergency services (i.e., special collections, transport, processing, and disposal) at the request of the Member Agency in the event of major accidents, disruptions, or natural calamities. In the event of a force majeure we will discuss with Authority potential adjustments to service to accommodate the best needs of public health and safety. We shall be capable of providing emergency services within twenty-four (24) hours of notification by the Member Agency or as soon thereafter as is reasonably practical in light of the circumstances. For any services that exceed the scope of services under this Agreement, WVC&R shall be entitled to compensation at the emergency service Rates approved under this Agreement. The Member Agency shall have discretion in the method of such compensation between direct payments by the Member Agency and allowing such costs to be considered in the adjustment of Rates for the following Rate Period.

6. Provision of Compost Product

A. Bulk Compost and/or Mulch for Member Agency Use.

It is our preference, and we will make every effort to meet this provision for the Authority with use of SB 1383 RNG in our fleet, however at this time there is limited capacity to attain this fuel source. (Please see Attachment 4 - Letter from Clean Energy). In the interim, we are planning to provide Bulk Compost and/or Mulch for Member Agency use to meet this requirement until compliant RNG becomes available, at no additional cost to the Authority, its Member Agencies, or Customers. We understand Member Agencies may not have use for the quantity of compost and/or mulch provided. Our plan is to broker volumes not used by Member Agencies for use on agricultural land in California, and provide the Authority with the appropriate documentation to meet SB 1383, using this process. Please see Attachment 5 – Agromin Commitment Letter.

For bulk compost and/or mulch Member Agencies request, WVC&R shall provide to the Authority and its Member Agencies bulk compost, mulch, or both each calendar year in an amount needed to fully achieve each Member Agency's recovered organic waste product purchasing requirements of SB 1383, as they may be determined and adjusted throughout the Term. The production, acquisition, advertising, storage, transportation, distribution, and/or any other costs needed to achieve this requirement shall be performed by WVC&R at no additional cost to the Authority, its Member Agencies, or Customers. Member Agencies will notify WVC&R as to the Member Agency's needs for delivery of finished compost, mulch, or both throughout each Calendar Year. We shall deliver Compost, Mulch, or both within five (5) Business Days of a request of the Member Agency to any accessible location within the Member Agency's limits at no additional cost to the Member Agency. WVC&R shall work actively with the Member Agency and appropriate Member Agency departments to educate, develop, test, and support expanded uses of qualified Compost and Mulch in the Member Agency. The Member Agency will specify the material type (i.e., Compost, Mulch, or both) to be provided and the quality specifications of the selected material type for any given application.

- B. Compost Give-Away Events.** WVC&R shall distribute an annual total of at least one thousand (1,000) cubic feet of compost per Member Agency to Member Agency residents at no additional cost to the Member Agencies, Authority, or Customers at two (2) public Compost give-away events per Rate Period (such that we shall provide at least five hundred (500) cubic feet of Compost per event). The location, date, and time of such events shall be mutually agreed upon by WVC&R and the Member Agency and may be held in conjunction with other Member Agency approved events. WVC&R shall deliver the un-bagged Compost to the agreed-upon event location at no cost to Member Agency. We shall provide at least one (1) attendant for at least six (6) hours per event; however, we shall have no obligation to assist Customers with loading the un-bagged Compost into Customer-provided bags. We shall provide no fewer than one hundred (100) empty bags for Customers to fill with Compost at no additional charge to Member Agency or Customers. Any Compost given away to the community through this program shall count towards WVC&R’s obligations to provide the Member Agency with the amount of organic waste products required under SB 1383.
- C. SB 1383 Procurement.** WVC&R agrees that all Compost, Mulch, or both provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from “California Organic Waste Products,” as defined by SB 1383 for each applicable material type.

Exhibit B5 – Special Events:

WVC&R shall provide Recyclable Materials, Organic Materials, and Solid Waste services for up to twelve (12) special event days per Member Agency, per calendar year. Examples of special event days are listed in Draft Exhibits section B5. Special event services will be provided at no cost to the event, Authority, or Member Agency.

Benefits to Special Events sustainability provide an opportunity for direct engagement with residents, a public platform for promotion of recycling programs, and an overall statement of the Member Agencies commitment to sustainability as part of a healthy community. Challenges include a propensity for contamination. **Please see our red lined changes to Recyclable Material definition as requested by GreenWaste - recycling & organics processor, with the same Recyclable Material definition red lines proposed by our Alternative Proposal #1 recycling processor, Pacific Recycling Solutions.*

Special event services include:

A. Event Collection Stations

WVC&R shall provide and set-up an adequate number and type of event Collection stations for Collection of Recyclable Materials, Organic Materials, and Solid Waste at Member Agency-sponsored special events. We shall cooperate with the recovery of Edible Food from special events in accordance with Section 4.6 and 14 CCR Chapter 12 Section 18991.3. We acknowledges that efforts to recover Edible Food at special events may be conducted by others; and, we agree not to interfere with such activities.

Equipment to be utilized: As part of this new contract, we plan to use Cero Bin collection stations (<https://cerobin.com/>), which are convenient for set up and allow a greater opportunity for Authority branding and communication.



Cerobin with example of branding

B. Collection Station Monitors

Upon request, WVC&R shall provide up to six (6) Collection station monitors who shall be present for the duration of each special event. We shall require Collection station monitors to monitor event Collection stations and educate event attendees and vendors about the materials that are acceptable in each Collection station Cart. The Member Agency shall be responsible for Transporting materials contained in event Collection stations to Drop Boxes, which will subsequently be collected by WVC&R. Station monitors will also sort materials, both at the Collection stations and at the Drop Boxes, to ensure that they are properly separated. Weslie McConkey and her Outreach Team will support Member Agency event planners to coordinate up to 48 days of

events, as described above. In our experience, (see examples below) coordinating with event management procurement and branding team has been vital in success of suitability efforts.

C. Consolidation Containers

Upon request, WVC&R shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. We shall provide Containers in sufficient number of appropriate type(s) for the needs of the event (which shall include consideration of needs of the vendors for discarded packing materials) as determined by WVC&R in cooperation with the event organizer. We shall service Containers, as agreed-upon with the event organizer, and deliver collected materials to the appropriate Approved Facility for Processing and/or Disposal. We understand that special event are often located in unconventional spaces and we will work with event staff to accommodate the best spotting locations for equipment, along with orchestrating optimal, safe access times.

D. Public Education Booth

Upon request of either the Member Agency or the event organizer, WVC&R shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by WVC&R under this Agreement and the benefits of Source Reduction, reuse, Recycling, and Composting.



E. Reporting

Within ten (10) Business Days following the end of the event (unless otherwise requested by Member Agency on an event-by-event basis), WVC&R shall submit a report to the Member Agency, event organizer, and Authority Contract Manager. The report shall include, at a minimum: the number of event Collection stations deployed at the event; the number of Collection station monitors; the Tonnage of each material type (i.e., Recyclable Materials, Organic Materials, and Solid Waste) Collected; a description of the public education provided at the event; and, any suggestions we propose for the next event. WVC&R may, at its sole discretion and expense, coordinate with event sponsors, local youth, community, or charitable organizations to provide some or all of the required services. Regardless of WVC&R's use of such an organization, we shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner. For special events that are not identified in this Exhibit B5 or otherwise hosted or sponsored by the Member Agency, WVC&R shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

Experience:

We have extensive experience in planning and handling waste at large public events and venues. As a relevant example, Aaron Donley, Municipal Account Manager has successfully managed waste and recycling sustainability efforts for the U.S. Olympic Trials in 2008, 2012, 2016, 2020 as well as the recent 2022 World Athletics Championships, one of the largest sporting events in the world. Additionally Waste Connections has experience with a large variety of event venues including conference centers and sports arenas, as well as managing waste and sustainability for the X Games in Aspen, Colorado.

As part of the West Valley contract we are planning on purchasing **\$25,000 worth of "Cero-bins"** for use throughout special events in Authority Member Cities. Besides providing for convenient deliver/removal/spotting during the events, Cero bins will give the Authority a unique branding opportunity with large signage available on the tops and front of each bin.

Event sustainability/waste management services we offer include:

- **Waste diversion:** We work with the event producer/venue to identify accepted materials by waste stream, establish collection method, location(s), placement(s) of containers, and service schedules.
- **Waste hauling schedule management:** The management aspect takes a huge burden off of the event by not having to deal with the deliveries and container placements. We are there to monitor, manage, maximize loads, and ensure the integrity of materials.
- **Waste stations:** Cero bin stations help create awareness around the efforts/program and provide a cleaner more professional look.



- **Community outreach/partnerships:** We work with the local event organizers to establish a cohesive sustainability message for promotion of the event and experience within the event.
- **Waste reduction:** We pre-emptively identify opportunities to re-use product(s), scale back on ordering or assist with accurate ordering of correct products (compostable/recyclable). If desired we can also help establish “green requirements” for vendors and sponsors, utilizing reusable display items, instead of single-use, and sourcing product(s) local to the event/venue.
- **Janitorial/Sorting team:** Our cart monitors and sorting team ensure the integrity of the waste streams, identify opportunities for waste reduction, and engage the public in a positive manner around their waste.
- **Signage/messaging:** We will work with the event/venue to create and produce signage unique to the event/venue that is clear and consistent across the venue. **Another great opportunity to promote the Authority’s branding message towards greater sustainability efforts throughout the area.**
- **Educational staff manning waste stations:** We partner/work with groups that are community-based and have worked on waste diversion efforts in some capacity. Local University programs, High School groups (earth club), or other local groups that have a vested interest in our shared goals. Having these partnerships provides us the opportunity to draw from a larger pool of people for manning the waste stations, educating the attendees, and acting first line of defense for keeping the waste streams clean. **Another great way to promote Authority branding/programs, through branded uniforms (shirts, jackets, hats, etc.).**
- **Product donation:** Many of these events have excessive amounts of leftover product(s), perishable/non-perishable food, and soft/hard goods. We would help orchestrate between the event and local organizations in need.
- **Reporting:** Beyond waste tonnages, reports can focus on carbon offset reporting, water consumption, and overall impacts of the event.
- **Educational Booths or activations:** Whether it’s a pop-up 10’x 10’ tent with a person handing out educational pamphlets or full activation with interactive elements for the attendees to be involved with. We work with community partners to help staff the booth/activation and provide giveaways that support the program’s goals. Demonstrating another great example of marketing, branding, and Authority involvement/partnerships.

- **Vendor education:** Working with and educating the vendors on the waste diversion program and its goals are a key supporting piece in the overall success. We actively engage and work with vendors prior to and on-site, create documentation and guidelines based on event goal.

Venue Consulting

- We work with the venue to develop a sustainable waste diversion program, one that we can turn over and can be self-managed. Some of the items we look at are; Interior/exterior containers, type of containers, front of house concessions, janitorial/cleaning team processes, back of house kitchen processes.
- Staff training: we work with staff at all levels of the venue to educate them on the program, its purpose, and goals. We conduct in-house training sessions with all stakeholders.
- Public messaging - work with the venue to come up with an active consumer-facing messaging plan, through PA announcements, score boards, and signage around the stadium/venue. **As venues typically serve members of other Authority Cities, this is a great opportunity to promote Authority program branding efforts.**



**Special Event Collection
2022**

Date	Special Event	Organization	City/Town	Containers
4/30/2022	MS Walk- Vasona Park	MS Walk	Los Gatos	(1) 4 cy garb bin (1) 4 cy rec bin (6) 95 gal garb carts and (6) 95 gal rec carts
5/14/2022	Los Gatos Schools (Event)	Los Gatos Lions Club	Los Gatos	(2) 40 cy Roll-Off Bins (4) 95 gallon garbage carts (2) 95 gallon recycling carts
5/21/2022	Boogie on the Bayou	(Organizer) Frank Laney	Campbell	(10) 95 gal garb (10) 95 gal rec and (3) 65 gal org carts
6/21/2022	Campbell Concert Series	City of Campbell	Campbell	(10) 95 gal garb (10) 95 gal rec and (2) 65 gal org carts
6/28/2022	Jazz on the Plazz	Jazz on the Plazz	Los Gatos	(10) 95 gal garb and (10) 95 gal rec carts
7/15/2022	Music in the Park	City of Los Gatos	Los Gatos	(1) 20 cy roll-off debris bin
7/15/2022	Relay For Life	American Cancer Society	Campbell	(1) 4 cy garb bin, (12) 95 gal garb carts, (12) 95 gal rec carts, (4) 65 gal org carts
7/22/2022	Saratoga Car Show	Saratoga Chamber of Commerce	Saratoga	(10) 95 gal garb, (10) 95 gal rec, and (5) 65 gal org carts
9/25/2022	Special Event	KCAT Public Media	Los Gatos	(5) 3cy garb bins, (3) 3cy rec bins, (3) 1.5 cy org bins
10/14/2022	Sacred Heart Carnival	Sacred Heard (Events)	Saratoga	

2022 Special Events ~ Donated Collection

Exhibit B6 – Construction & Demolition Material Collection

1. General

WVC&R shall Collect C&D from Customers that directly subscribe to its Collection services. WVC&R shall charge Customers for C&D Collection services at Authority Contract Manager approved Rates.

In providing such services, we shall:

- A. Comply with the Member Agency's Construction and Demolition Debris ordinances and regulations.
- B. Educate C&D Customers on the requirement to Source Separate Organic Materials generated during construction and demolition projects. Organic Materials shall be Collected separately from other C&D and Transported for Processing to the Approved Organic Materials Processing Facility, unless C&D is delivered to an Approved C&D Processing Facility, upon request by the Customer.
- C. Cause any C&D Processor that is a Subcontractor (including Affiliates) of Contractor to comply with CalRecycle and California Building Standards Code, including Part 11 California Green Building Standards Code (CALGreen) requirements for the Processing and Recycling of C&D including Organic Waste.
- D. Provide in-person site visits at large C&D Collection Sites within the Authority to train staff on proper sorting for C&D Containers to assist them in achieving Diversion targets as required by California Building Standards Code Part 11 California Green Building Standards Code (CALGreen) requirements.

2. Acceptable Material

WVC&R may Collect C&D from construction, remodeling, repair, or demolition operations. C&D may be Source-Separated mixed materials or Source Separated individual materials (e.g., wood-only or metal-only loads). C&D may contain only de minimis amounts of Solid Waste generated at the C&D Collection Sites.

3. Transport and Processing

WVC&R shall Deliver C&D to the Designated C&D Processing Facility, or an Approved C&D Processing Facility, as agreed upon by the Customer and WVC&R, in order to achieve higher levels of Diversion than the Designated C&D Processing Facility. We shall work with the Customer to determine the best approach to reach CALGreen compliance.

4. Container Types and Collection Frequency

WVC&R shall offer Customers various size Drop Boxes for Collection of C&D, subject to review and approval by the Authority Contract Manager. C&D Containers shall conform to all requirements of Section 5.7 of this Agreement. After the Drop Box has been delivered, we shall provide requested Collection of C&D materials within two (2) Working Days of a Customer request.

5. Education Information

WVC&R shall provide Customers with Authority Contract Manager approved educational information on best practices for C&D Recycling and reuse and proper separation of materials for Collection as described in Section 4.8. As directed by the Authority Contract Manager, we shall label or install signs on Bins and Drop Boxes identifying allowable and non-allowable materials for Collection in the C&D Containers. Signs shall be a minimum size of one (1) foot by two (2) feet and lettering on signs shall be a minimum of three (3) inches high. Signs shall be affixed to the front and both sides of each Bin and Drop Box, or alternative signs will be provided with Authority approval.

6. Record Keeping and Reporting

WVC&R shall submit C&D Tonnage information and other data pursuant to Exhibit D of the Agreement.

5.5.2 Recyclable Materials Processing

1. Processing Site Information. For all of the information requested in this section, please refer to Attachment 6 – GreenWaste Commitment Letter and Reports. For the purposes of our base proposal, GreenWaste will be our subcontractor and there will be no Transfer Method applicable as we tip materials directly at GreenWaste’s processing site.

5.5.3 Organics Material Processing

2. Processing Site Information. For all of the information requested in this section, please refer to Attachment 6 – GreenWaste Commitment Letter and Reports. For the purposes of this contract, GreenWaste will be our subcontractor and there will be no Transfer Method applicable as we tip materials directly at GreenWaste’s processing site.

2. Technical Proposal for Base Services

2. Bulky Item/Abandoned Materials Collection

5.5.4 Bulky Item/Abandoned Materials Collection

For details on equipment and services, please refer to our responses above in Section 5.5 Technical Proposal for Base Services, section 5.5.1 Collection Exhibit B1 Single-Family Residential Services, subsection 5. Bulky Item Collection and Section 5.5 Technical Proposal for Base Services, section 5.5.1 Collection Exhibit B2 Multi-Family Residential Services, subsection 4.

A. Bulky Items and Reusable Materials.

WVC&R shall offer Bulky Item and Reusable Materials Collection services for Single-Family Customers, Multi-Family Customers, and Member Agency facilities, as described in Exhibit B. On-call Bulky Item and Reusable Materials Collection services shall be offered to Customers within five (5) Working Days of Contractor's receipt of such a Customer request for service. Pursuant to Exhibit B, we shall make reasonable efforts to schedule on-call Bulky Item and Reusable Materials Collections on a day that is convenient to the Customer. Pursuant to the provisions of Exhibit B, we shall pay all costs associated with Transporting and Processing Bulky Items and Reusable Materials. WVC&R shall observe and comply with all regulations in effect at the Approved Facility or reuse vendor(s), and cooperate with and take direction from the operator(s) thereof with respect to delivery of Bulky Items and/or Reusable Materials.

For both SFD & MFD, customers needing bulky collection can call or email our office to request a special bulk pick up. Additionally, customers can also use the Large Item Collection feature on the Waste Connect App to request a pick up.

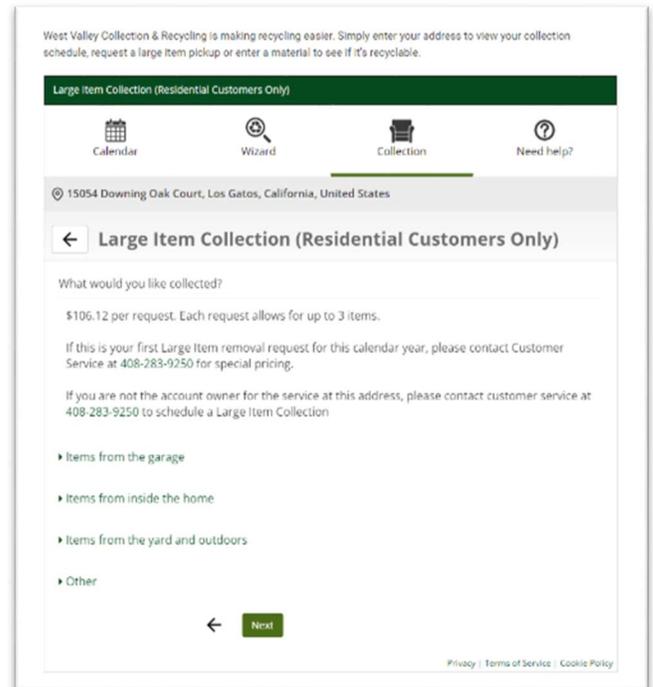
SFD bulky items are collected curbside and MFD items are collected at an agreed upon location onsite. Tracking for the number of collections requested in a given year for both SFD and MFD are maintained within the "Notes" section and "Internal Comments" area of our RMO database.

We provide a list of reuse organizations on our website, on our Waste Wizard mobile App feature, and to customers who call in for bulky pick up requests which might be eligible for reuse. Our Outreach Coordinators will distribute educational materials to promote reuse options in our SFD new start materials and MFD Move In/Move Out kits.

<https://westvalleyrecycles.com/recyclable-materials-resource-guide/>

For a list of materials targeted for reuse, we utilize reuse partner resources such as Habitat for Humanity guidelines: <https://restore.habitatbsv.org/donate/#one>

For routing of these requests, we generate a Work Order which are organized by geographic location and material type and volume to maximize efficiency and capacity. If a customer has a large volume of items not eligible for reuse, we may recommend a Drop Box or smaller temporary bin.



Bulk Collection Scheduling on our Waste Connect App

B. Abandoned Waste.

WVC&R shall Collect Solid Waste and Bulky Items abandoned by Generators in the Authority. We shall dispatch a truck to Collect Abandoned Waste at locations in the Authority identified by WVC&R or at locations identified by the Member Agencies. In instances when the WVC&R have received verbal or written request from the Member Agency to Collect Abandoned Waste at a specific location, we shall Collect Abandoned Waste from such location within twenty-four (24) hours of receiving the verbal or written request (on Monday for requests received Friday) unless special circumstances warrant a longer period, in which case we shall notify the Member Agency of such circumstances and the need for additional time to Collect materials within twenty-four (24) hours of the Member Agencies' notice to Collect Abandoned Waste. WVC&R shall be responsible for Collection, Transportation, and Disposal of such material. WVC&R shall record the date, time, location, and description of material Collected including estimated volume of such material; location where such material was Disposed; and cost of Disposal. Copies of receipts from Disposal site for Disposal of Abandoned Waste shall be made available upon request by the Member Agency. Tonnage or volume of material Collected shall be separately recorded and reported to the Authority as described in Exhibit D.

WVC&R proposes the following definition: "Abandoned Waste" means Solid Waste and Bulky Waste which is intentionally abandoned by an individual; provided, however, it does not include incidental litter.

2. Technical Proposal for Base Services

3. Multi-Family/Commercial Technical Assistance

5.5.5 Multi-Family/Commercial Technical Assistance

*Technical Assistance Plan: For the purposes of our Base Proposal Response in this section, we are following the outline presented in **Exhibit C Public Education and Outreach Requirements, Item 4. Diversion Opportunity Assessments.***

WVC&R shall provide diversion opportunity assessments to Commercial and Multi-Family Customers. Diversion opportunity assessments shall be implemented by the public education and outreach staff. We shall include, in the annual public education and outreach plan, details on how we will meet the below requirements for providing diversion opportunity assessments for the coming year.

- Annually notify every MFD and Commercial customer of the opportunity to have a Diversion Opportunity assessment performed, the benefits of such an assessment, and how to schedule the assessment.
- Provide assessments to every Multi-Family and Commercial Customer at least once per year over the Term of the Agreement. We shall specify, in the annual public education and outreach plan, the criteria for prioritizing and/or selecting the Customers that will receive Diversion opportunity assessments. Customers who have not been documented as having on-going contamination issues do not need to be prioritized for Diversion opportunity assessments but must still receive all other forms of education and outreach materials. Each Multi-Family and Commercial Customer shall have an assessment within eighteen (18) months of their prior assessment.
- Provide assessments that include, at minimum:
 - A meeting with the property manager, Owner, or other management personnel to discuss strategies to increase Diversion.
 - A complete walkthrough of each facility, complex, or business to evaluate the Collection infrastructure, signage, placement of containers, and capacity.
 - An evaluation of the waste stream to identify special wastes and major contaminants.
 - Recommendations for waste reduction, contamination prevention, staff training, and Service Level or frequency modification.
 - Identification of a "champion" (ideally a senior manager) at each Commercial Business and Multi-Family Premise who can serve as a primary contact and advocate for Diversion programs within the Customer's organization.
 - Distribution of educational materials including posters, recycling guides, signage, and other collateral to promote Diversion activities, educate Generators, and meet the education requirements of AB 827, SB 1383, and other Applicable Laws.
 - Confirmation that the property is in compliance with all Applicable Laws as it relates to participation in diversion expectations and waste-related issues.
- Compile monthly reports to submit to the Authority as outlined in Exhibit D.
- Weslie McConkey, Outreach Manager, will manage the technical assistance efforts, along her support staff Paige Brown, Outreach Coordinator, and an additional Outreach Coordinator/Diversion & Sustainability Specialist which we will hire for the contract renewal to conduct assistance work.
- Our Outreach and Sustainability department will visit, on average, 10 customers/day, 50/week, 200/month. While each location is unique, we estimate this position is anticipated to spend 15 minutes at smaller/simpler locations such as offices, salons, auto body repair shops and up to 45 minutes or more at large more complex sites such as MFDs, strip malls and hospitals. During these visits, the Outreach Coordinator will discuss recycling and diversion best practices, employee education, internal collection strategies, etc.

- This is a full time assignment for one person, 2080 hours for the year which will be provided for MFD and commercial account and the total annual hours for the technical assistance program.
- Since we've been actively educating and working with our existing customers to implement and continue sustainable diversion efforts, we anticipate a gradual increase as we continue our outreach and education. Currently we collect approximately 1700 cubic yards of recycling from West Valley MFD customers each week and 5,100 cubic yards from commercial customers. We believe through our extensive outreach engagements proposed, an estimate of 1-5% volume increase in recycling could be achieved, with the ultimate goal being overall waste reduction.
- Outreach and educational visits build relationships with every business and MFD in our community and helps us better understand the waste streams produced at each generator. It allows us to provide "right sizing" service adjustments individualized for each site/customer, which can contribute to significant savings in trash service for MFD and commercial businesses. Some challenges we've encountered include, making contact with busy business owners or property managers. Customers can be hard to reach if we don't have a current, active phone number or we leave messages to set up appointments, but don't receive a return calls. These challenges can be mitigated by working with available staff to get as much info as allowed so we can continue with an assessment of containers/service to identify potential adjustments and provide recommendations in writing.

2. Technical Proposal for Base Services

4. Customer Service

5.5.6 Customer Service

We believe the institutional knowledge of our Customer Service department to be a **significant benefit for the Authority** in choosing to continue the partnership with WVC&R. For the past 17 years, our team has communicated directly with Member Agency residents and businesses to support their waste collection services. We have a deep understanding of their unique needs, both in a general sense, and as it relates to our individual customers regarding materials generated, diversion goals/progress made, and accessibility for specific properties.

Our Customer Service Representatives (CSRs) are coached to **act as advocates** for the customers' complete satisfaction. They are supported by a Lead CSR, Mona Bravo, as well the Customer Service Manager, Gelen Ramirez. In addition to our Customer Service leaders, our CSRs work closely with our three Dispatchers, three dedicated Operations Supervisors/Managers, and four additional employees in our Accounting Department, to ensure excellent and responsive customer service.



Local Customer Service Manager, Gelen Ramirez



*West Valley Collection & Recycling Office ~
1333 Old Oakland Road San Jose, CA.*

- Our office is located in San Jose, California, and houses our Customer Service Call Center, Operations, and our Management teams. This office, at 1333 Oakland Road is typically open to the public during normal business hours 8am-5pm, Monday-Friday for customers to call directly to speak to a member of our local team. *While Covid continues to be a concern, for the safety of our staff and customers, our office remains closed to walk-in visitors.*
- For this new contract, we will be hiring **2 additional CSRs**, for a total of seven (7), dedicated exclusively to the Member Agencies. Our office has a total of 14 full-time Customer Service Representatives, able to handle additional call volume, if needed. Each CSR averages 50-70 calls per day.
- In the case of deliberate non-collections, our drivers are trained to leave a non-collection notice attached to the Customers' container, door or gate (subject to Authority's approval) that includes the reason for the non-collection and WVC&R's contact information so the customer can contact us for more detail and education related to proper participation guidelines specific to the program. We follow up by mail, email or text message to provide any additional educational materials.
- WVC&R provides 24/7 access to many online resources including: Online Bill Pay, address specific collection schedule look-up, "How to Guides", newsletters, customer rates, and more educational links related to SB 1383 and Member Agency websites. Through our "About Us" tab, customers can "Contact Us" to send a message directly to the Customer Service staff using the online form or by emailing us directly at: customerservice@westvalleyrecycles.com to ask questions, submit inquiries or complaints. WVC&R responds the same day when emails are received by 2pm and for emails received after 2PM WVC&R will respond by noon the next day. Our website is: <https://westvalleyrecycles.com>
- All customer interactions, including calls, emails, service change requests, driver notes, pick up time of every collection, photos of extra bags, blocked stops, and payments are entered into our Route Manager Online (RMO) software database. RMO is a waste industry leading database program for managing all account data, service history and billing history. Reports can be generated for a large variety of data points within our system, including number of missed pick-ups, number and type of complaints received, level of service, collection day(s), etc. Our IT staff will coordinate with the Authority to provide read-only access to view service details.

Screenshots from RMO examples including account/service details, routing, and Account notes.

Account details for Campbell City Hall (Acct # 50153). The account is active and located at 70 N 1st St, Campbell, CA 95008-1458. The company is 4025 West Valley Collection. Billing area is CAM. Internal comment: SB 1383- IN COMPLIANCE 10/21/21. Rep: HOUSE. Start: 03/01/2006. Billing group: COMMERCIAL. Customer group: Select Some Options. National account: [checkbox]. Auto Pay: No. Options: Add location, Disposal sites, Stop wizard, Send welcome letter, Create order, Order history.

Routing details for Campbell City Hall (Acct # 50153). Effective date: 3/2/2022. Next service: 8/15/2022. Stop comments: STAB. Temp comments: [empty]. Temp start: [empty]. Temp stop: [empty].

Route	Route Type	Days	Next service	Stop	Freq	Stop comments	Pick	Master	Route description
M701	R - FL GARBAGE	MON	8/15/2022	41	E	STAB	<input type="checkbox"/>	<input type="checkbox"/>	NEW ROUTE CONNECTIONS ROUTE
MZ10	R - COMPOST	MON	8/15/2022	0	E	STAB	<input type="checkbox"/>	<input type="checkbox"/>	WV MONDAY FL COMPOST
ZM209	R - FL RECYCLE	MON	8/15/2022	0	E	STAB	<input type="checkbox"/>	<input type="checkbox"/>	New Route Connections Route
WZ02	R - FL GARBAGE	WED	8/10/2022	0	E	STAB	<input type="checkbox"/>	<input type="checkbox"/>	NEW ROUTE CONNECTIONS ROUTE WV WEDNESDAY FL

Notes for Campbell City Hall (Acct # 50153). Internal comment: SB 1383- IN COMPLIANCE 10/21/21. Filter: All Notes. Closed: [checkbox]. Followup: [checkbox]. Date: [empty]. Time: [empty]. Assign: [empty].

Date/time	Username	Closed	Issue type	Comment
08/08/2022 Mon 04:41 AM	MOAB WORK	<input checked="" type="checkbox"/>		ROUTE : M701, STOP : 41, STATUS : OVERALL - SERVICED, RECORDED : 08/08/2022 04:41:54, RECORDED BY : DAVE CARDONA.
08/01/2022 Mon 04:43 AM	MOAB WORK	<input checked="" type="checkbox"/>		ROUTE : M701, STOP : 41, STATUS : OVERALL - SERVICED, RECORDED : 08/01/2022 04:43:34, RECORDED BY : DAVE CARDONA.
07/25/2022 Mon 04:45 AM	MOAB WORK	<input checked="" type="checkbox"/>		ROUTE : M701, STOP : 41, STATUS : OVERALL - SERVICED, RECORDED : 07/25/2022 04:45:22, RECORDED BY : DAVE CARDONA.
07/18/2022 Mon 04:49 AM	MOAB WORK	<input checked="" type="checkbox"/>		ROUTE : M701, STOP : 41, STATUS : OVERALL - SERVICED, RECORDED : 07/18/2022 04:49:59, RECORDED BY : DAVE CARDONA.
07/15/2022 Fri 08:12 PM	MONAB	<input checked="" type="checkbox"/>		ON-CALL ORDER 737891 STATUS CHANGED TO POSTED.
07/15/2022 Fri				

Quality Control in Customer Service

- We use a Spectrum phone system which allows us to record and monitor all calls. Incoming calls appear in a queue and are answered in the order received, customers have the option to stay on hold in the queue or leave a voicemail. Our customer service staff has call monitoring visuals on their computer screens at all times which displays any callers on hold, which representatives are on calls, and which are available. Their supervisor has the ability to “live-monitor” any call and will communicate with representatives who may need assistance on a difficult call.
- Our managers and supervisors are available to meet any customer in person at the customer’s location should that be necessary to ensure the customer knows they are being listened to, understood, and taken care of.
- Our call center utilizes the 3rd Party independent “secret shopper” company Tooty Inc. to evaluate our Customer Service Representatives for professionalism, accuracy, and efficiency. Tooty scores are tracked and achievements are celebrated both on a local level and through bonus programs.
- Our local phone number, along with our name, and a unique Collection Vehicle Identification number is displayed on all vehicles. This information is also be available on all printed material provided to customers under this agreement, and on our website and social media sites.
- Trucks used for this contract will come equipped with Third Eye Camera technology. This industry leading technology allows us to record activity in and around the truck, provide video verification of service, track analytics on route efficiency, and report all safety related concerns for immediate coaching. It is the ultimate system for tracking operational quality control. The 3rd Eye system not only provides increased safety metrics for coaching, but also recorded documentation of services provided through their “Verif-eye” technology, which allows for video verification of services performed. For more information about 3rd Eye please visit: <https://www.3rdeyecam.com/>



Connected Collections™ **How it Works: Triggered Events**

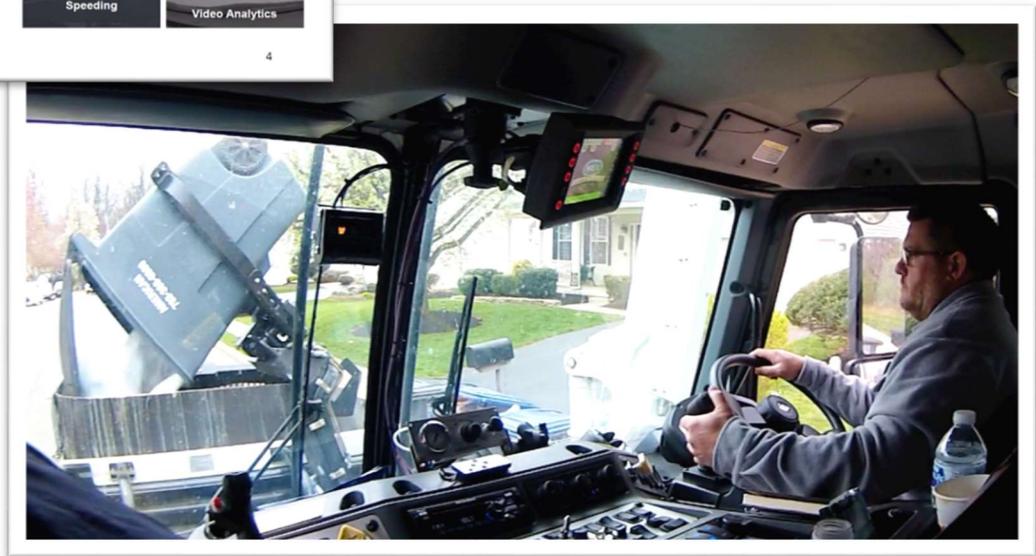
- Event Recording Device
 - Records all installed cameras
 - Audio is recorded as desired
- Gathers Information From:
 - Outside the vehicle
 - Live tracking of truck (GPS)
 - J1939 Information – Speed, Telemetry

8 Seconds Before

4 Seconds After

Hard Brake/Turn, Shock/Vibration	Manual Trigger Service Exceptions
Speeding	Video Analytics

4



2. Technical Proposal for Base Services

5. Billing

5.5.7 Billing

To ensure that customers in the Authority service area obtain competent, professional, and courteous customer service with regard to billing matters, proposer shall:

- As the current services provider, Customers will have the benefit of a consistent and uninterrupted billing experience, free from pro-rated invoices and setting up new Bill Pay accounts. Roughly **14,000 current customers have paperless billing** while many have downloaded, and are actively using our WVC&R mobile App.
- WVC&R will continue providing outstanding service and billing to our Member Agency customers without interruption. When speaking to customers about service or billing needs, our CSRs verify general account information like, address, phone number, billing contact, as well requesting an email address, if one is not on file. If we have an email address on their account, it is verified for accuracy at that time. For customers not currently receiving e-statements there are a variety of ways to promote this environmental beneficial service, using messaging on printed invoices, App notifications, email blasts and call-outs in the quarterly newsletter.
- Our current WVC&R Customer Service team encourages our customers to sign up for paperless/electronic bill, recurring payments through our Online Bill Pay service and encourage customers to download our free App which not only links to payment options, but also provides a host of additional benefits and educational resources.
- We've included a copy of a sample invoices for both Commercial and Residential on the following page.
- WVC&R/GreenTeam currently provides direct billing services to:
Unincorporated County of Santa Clara Contact:
Michele Young, Environmental Specialist
1555 Berger Drive, Suite #300 San Jose, CA 95112
(408) 282-3166
- Our parent company Waste Connections, has successful partnerships/contracts with over 850 city, county and joint powers agencies, many of which we handle the billing directly to customers. Additional references can be provided upon Authority request.
- Our CSRs are trained to support our customers with all service and billing inquiries. Should a billing issue require more research or discussion, these calls can be handled by our CSR Lead, Mona Bravo or CSR Manger Gelen Ramirez. Should credits need to issued or further attention be required, our staff and customers have support from our Accounting team as well.
- We look forward to working closely with the Authority to ensure transparency and accountability for customer billing, including reporting and open conversations with Authority staff. For more detail regarding access to our internal billing systems, please reference our attached Draft Franchise Agreement, section 4.12 ACCESS TO CUSTOMER SERVICE AND BILLING SYSTEMS.



WASTE CONNECTIONS

CAMPBELL CITY HALL
70 N 1ST ST
CAMPBELL, CA 95008-1458

WEST VALLEY COLLECTION & REC
A Waste Connections Company
1333 OLD OAKLAND RD
SAN JOSE, CA 95112-1364
DISTRICT NO. 4025

ACCOUNT NO. 50153
INVOICE NO. NEXT STMT
STATEMENT DATE
DUE DATE
BILLING PERIOD NEXT BILL

FOR ASSISTANCE CALL
CUSTOMER SERVICE 408-283-9250
ONE TIME PAYMENTS 855-569-2719

PROJECTED BILL

THIS IS ONLY AN ESTIMATE AND MAY NOT REFLECT WHAT IS ACTUALLY CHARGED AT THE TIME OF BILLING PO# 0

Date	Description	Amount
	Previous Balance	\$0.00
	Total Payments	\$0.00
	Service Location	
	Acct #4025-50153	
	PO# 0 CAMPBELL CITY HALL	
	70 N 1ST ST	
9/1/2022	65 GL 1X WK COMPOST	(1.00 @ \$0.00) \$0.00
9/1/2022	95 GL 1X WK COM REC 1	(6.00 @ \$0.00) \$0.00
9/1/2022	SB1383 COMPLIANT	(1.00 @ \$0.00) \$0.00
9/1/2022	3 YD 3X WK 1	(1.00 @ \$0.00) \$0.00
9/1/2022	2 YD 1X WK RECYCLE 1	(1.00 @ \$0.00) \$0.00
	4025-50153 Charges and Taxes	\$0.00
	Current Charges And Fees	\$0.00
	Total Due	\$0.00

WVC&R Sample Commercial Invoice



WASTE CONNECTIONS

[Redacted]

WEST VALLEY COLLECTION & REC
A Waste Connections Company
1333 OLD OAKLAND RD
SAN JOSE, CA 95112-1364
DISTRICT NO. 4025

ACCOUNT NO. [Redacted]
INVOICE NO. NEXT STMT
STATEMENT DATE
DUE DATE
BILLING PERIOD NEXT BILL

FOR ASSISTANCE CALL
CUSTOMER SERVICE 408-283-9250
ONE TIME PAYMENTS 855-569-2719

PROJECTED BILL

THIS IS ONLY AN ESTIMATE AND MAY NOT REFLECT WHAT IS ACTUALLY CHARGED AT THE TIME OF BILLING PO# 0

Date	Description	Amount
	Previous Balance	\$115.68
	Total Payments	\$0.00
	Service Location	
	Acct #4025-[Redacted]	
	PO# 0 [Redacted]	
	[Redacted]	
9/1/2022	35 GL 1X WK YARD WASTE 1	(1.00 @ \$0.00) \$0.00
9/1/2022	35 GL 1X WK RECYCLE 1	(1.00 @ \$0.00) \$0.00
	4025-[Redacted] Charges and Taxes	\$0.00
	Current Charges And Fees	\$0.00
	Total Due	\$115.68

WVC&R Sample Residential Invoice



2. Technical Proposal for Base Services

6. Public Education and Outreach Plan

5.5.8 Public Education and Outreach Plan (Exhibit C outline)

- Public Education Programs to educate SFD, MFD and Commercial on the recyclable materials and organic materials collection programs:

Public Education and Outreach Plan (PEOP)

PEOP's will be created annually and in collaboration with the Authority. Annual PEOPs will include between 2 and 4 campaigns. For all, SFD, MFD and commercial customers. WVC&R Outreach activities will focus on community, one on one engagement, building, and strengthening relationships with our customers.

WVC&R Outreach team will work to provide valuable information including:

- How to properly participate in the recycling programs (both traditional and organics recycling)
- Why recycling is important
- How the recycling/diversion process works generally, as well as specifics on our local processes such as how recyclables are processed at the Material Recovery Facilities and how organics are diverted.
- Progress WVC&R customers are making with diversion
- Additional services such as the new On Call Curbside Clean-Up opportunities and the HHW Drop Off site
- Current and upcoming legislation that affects our customers, what the benefits and requirements are, and how WVC&R and other resources can assist with compliance

SFD Outreach Activities:

- Social media posts at least 3 times per month including special promotions
- Community events highlighting recycling best practices, sustainability, and new changes to legislation at Rotary, Chambers of Commerce, and civic events
- Presentations and activities at local schools, libraries, family festivals, and community organizations to engage youth and families to better understand the benefits of sustainable practices
- Maintain updated website information as program evolve
- Traditional paper pieces including How-to Guides, newsletters and targeted mailings as needed

MFD Outreach Activities:

- Each year WVC&R sustainability specialist will visit each MFD complex and provide targeted technical assistance including:
 - Site assessment to determine how current practices could be improved
 - Service assessment to ensure the complex has the "right size" service and suggest any adjustments that should be made
 - Outreach materials including easy to understand, graphically appealing How to Guides, laminated posters placed in enclosures, mail areas, laundry rooms and other common spaces
 - Offer sustainably presentations for tenants and staff
 - New resident Move in Kits to include:
 - Welcome flyer highlighting tips on what to do with move in materials (such as boxes, packing paper, extra garbage), the recycling & organics programs, additional services provided by WVC&R, and the availability of a free organics kitchen pail
 - How to Guide
 - A pencil, pen, jar opener or other fun item
 - In-home recycling container
- Presentations and complex specific events: We coordinate with complex management to host presentations for the residents or host children's event. We assist with promoting the event to the residents to encourage participation. Each presentation is individually tailored to that sites specific needs and service.
- Children's events are supported with educational booths where we review how to recycle and have activities such as planting vegetable scraps for a window garden or a recycling game where children sort materials to better understand the amount and type of garbage their household creates
- Social media posts at least 3 times per month including special promotions
- Community events and presentations with an emphasis on school presentations and activities, library

- presentations and activities, family festivals, community organizations such as Rotary and civic events
- The website information will be kept current

Commercial Outreach Activities:

- Each year WVC&R Sustainability Specialist visits each Commercial account to provide targeted technical assistance including:
 - Site assessment to determine how current practices could be improved
 - Service assessment to ensure the complex has the “right size” service and suggest any adjustments that should be made
 - Outreach materials including easy to understand, graphically appealing laminated posters for enclosures, break rooms, copy areas and other common spaces
 - Offering a presentation to staff
- Presentations are individually tailored to site-specific service and needs. For example: Restaurants & Markets. WVC&R will visit with management and “back of the house” staff (if allowed) to suggest best practices and placement of internal collection containers for all 3 streams.

For larger business offices and business parks, WVC&R coordinates with a main contact to effectively disseminate recycling information to employees via a presentation, or by providing outreach materials in a non-traditional way such as email blasts or internal social media posts.

- Social media posts at least 3 times per month, including special promotions.
- Plans for complying with the education and outreach requirements of AB 939 and SB 1383

WVC&R agrees to continue the same education and outreach commitments as outlined in the SB1383 Amendment (dated April 30, 2021) to the contract between WWSWMA and WVC&R.

<https://hfh-consultants.com/wp-content/uploads/2022/05/Current-Collection-Service-Agreement.pdf>

Some highlights of our ongoing efforts are:

- 30,000 Kitchen Pails delivered to SFD and MFD customers
- Updated, printed and distributed 30,000 + How to Guides for SFD and MFD customers
- Updated, printed and distributed instructional posters for Commercial & MFD customers
- Four (4) Technical Assistance community workshops
- Four (4) Authority- or City-held events table to provide educational materials
- In-mold cart label (examples below) for easy to access guidelines directly on customers’ carts





• Authority website

Our WVC&R’s website: www.westvalleyrecycles.com is specific to the WVSWMA and was developed exclusively for the contract roll-out in 2007. In 2018 & 2019 we updated the site to give it a more modern look & feel. It provides customers access to service details, rates and public education information. The home page was updated to include information related to SB 1383, and contains an explanation of the legislation, why it’s important, how to comply, Do’s & Don’ts for using Kitchen Pails, contamination monitoring, how to sort materials, and more. The home page also has our ReCollect Waste Wizard app where customers can search their service address and view collection schedules, sign up for collection reminders, and search for specific items to located diversion and recycling options.

Additionally, as of August 2022, www.westvalleyrecycles.com is being branded into all new carts in the service area. It is very likely that by the initiation of this contract a significant number of these carts will be deployed for use. This website URL has been and will continue to be used on all outreach material. Upon contract award we would agree to terms allowing the Authority to have control and ownership of this site at no cost to the Authority.

- **Approach to non-collection notices, courtesy collection notices:**

We've combined the Residential Non-Collection Notice (NCN) and the Courtesy Collection Notice into one "cart tag" for ease of use.

The messaging on the NCN is written to be positive and informative, and to redirect customers to learn more about proper sorting and set out by providing links and contact numbers, should they have questions.

For commercial and MFD customers we don't leave a notice, instead our drivers notify dispatch, who contacts the property owner/manager to notified them of the issue (blocked container, heavily overloaded bin, etc.) and provide an opportunity to resolve it immediately so our driver can collect their bin. This information is passed to our Outreach team for follow up during one on one meetings.

When a driver leaves an NCN or Courtesy Notice it is recorded on the customer account as a permanent note and allows the customer follow up with the customer to provide educational material and/or guides.

Non-Collection Notice



- Recycling Garbage Organics



We could not collect today for the reason checked below:

- 1. Cart lid must close completely.
- 2. Cart contains unacceptable material. _____
Call 408.283.9250 or visit www.westvalleyrecycles.com for list of approved items.
- 3. Cart is too heavy or overpacked.
- 4. Must use motor oil jugs and oil filter bags provided free by WVC&R.
Call 408.283.9250 to request a free oil jug or filter bag.
- 5. Used motor oil and oil filters only. No automotive fluids. Call Household Hazardous Waste at 408.299.7300 for a free drop off appointment.
- 6. E-waste and Universal waste can be dropped off by appointment. For more information call 408.283.9250 or visit www.westvalleyrecycles.com
- 7. Household hazardous waste requires special disposal.
Call 408.299.7300 or visit www.hhw.org for more information.
- 8. Oversized items can be picked up for a fee. Call 408.283.9250 to schedule a pick up.
- 9. Other: _____

Reminders:

- Cardboard must be cut down and bundled in sizes able to fit inside the recycling cart with lids closed.
- Set out carts no later than 6 AM on collection day. Collection occurs between 6 AM and 6 PM.
- Place motor oil jugs and filter bags on the curb to prevent spills.
- Place carts 2 feet apart from each other and 5 feet away from vehicles and other obstructions.
- Place cart wheels against the curb.
- Call 408.283.9250 to schedule a cart repair or replacement.

Questions?

Contact WVC&R Customer Service at 408.283.9250 or visit www.westvalleyrecycles.com. To order a free How-to Guide, call 408.283.9250.

- **Communicating properly dispose of household hazardous waste, sharps, and other difficult-to-handle materials;**

We communicate all proper disposal guidelines through outreach methods such as:

- Newsletters
- How to Guides
- Website info
- Links to HHW.org and other online resources
- Public events & presentations
- Social Media posts

- **Plans for presentations to schools and other community organizations:**

WVC&R has well established relationships with many schools and organizations where we've provided presentations over the years. Dave's Elementary School in Monte Sereno has welcomed us back many times to provide educational lessons and hold recycling activities at lunch/recess. At Sacred Heart in Saratoga, we've provided assembly presentations and participated in their carnival with an information booth and games.

- **Participation at Member Agency-sponsored events:**

WVC&R will continue to participate in community events by hosting information booths where we provide:

- Fun giveaways like pencils made of recycled money or denim, tattoos for kids, pens, jar openers, reusable bags, and more.
- At events focused on families and children we do activities such as poppy planting, recycling games like trivia, spinning wheel with questions, & sorting games
- Outreach materials
- We will continue to sponsor events and provide free event service to non-profits currently we do 3/month when there are that many).

- **Schedule and quantity of information that will be distributed:**

- Quarterly newsletters –
Sent with invoices and via email for those with e-statements to all SFD/MFD/Commercial
- Quarterly billing messages for SFD and Monthly billing messages for commercial/MFD
Printed on customer invoices as a reminder of important changes or timely notices
- Monthly social media posts – at least 3/month
Informational posts and educational material
- Targeted mailings as needed
Most recent mailer was related to SB 1383 roll out

Hazardous Waste Disposal

Proper disposal of hazardous waste is important for the health of our people and planet. Improper disposal could lead to contaminated air, water, or food, which could make people seriously ill. Check this list of common hazardous waste items to ensure that you're disposing of these properly, and NEVER putting them in your garbage or recycling bins.

Common types of hazardous waste include:

- Batteries (all types)
- Automobile fluids and filters
- Fluorescent light bulbs and tubes
- Paints and stains
- Pesticides and fertilizers
- Solvents and chemicals
- Syringes and sharps
- Fire extinguishers



To ensure you are disposing of hazardous waste safely and effectively, go to hhw.org to read more about services offered by Santa Clara County. You can also call (408) 299-7300 for more information.

- Proposed number of employees, their job functions, and number of hours per week that will be devoted to the promotion and maintenance of collection services in the Authority service area;
 - We will have 3 full time dedicated Outreach and Education professionals
 - 1 outreach manager
 - 2 coordinators/sustainability specialists

Our Public Education and Outreach will be managed by our local team including, Outreach Manager, Weslie McConkey, Outreach Coordinator, Paige Brown and a newly hired employee to fulfill the expanded outreach expectations.

- Public education and outreach subcontractors** (if any), and their qualifications, years of experience, and references;

- We will not be using a subcontractor.
 Printing and graphic design partner is The Sourcing Group
<https://www.thesourcinggroup.com/>



- Samples of similar educational materials:**



ORGANICS

Please place all organic waste items in your **organics** cart or bin.



YES





NO

*Materials accepted under this program may be subject to change based on market conditions.

FOOD WASTE – NO Liquids <ul style="list-style-type: none"> • Bones • Bones • Bread • Coffee grounds • Dairy products (solid) 	<ul style="list-style-type: none"> • Dough • Eggs • Filters (e.g. coffee) • Fish 	<ul style="list-style-type: none"> • Fruit • Grasses • Meat • Plants 	<ul style="list-style-type: none"> • Poultry (e.g. chicken, turkey) • Seafood • Tea Bags • Vegetables
PLANT WASTE <ul style="list-style-type: none"> • Branches (under 3" diameter and 2' long) • Cacti • Christmas trees/branches/decorations removed • Flax 	<ul style="list-style-type: none"> • Flowers • Grass clippings • Ivy 	<ul style="list-style-type: none"> • Leaves • Lumber - unpainted/unreated (under 3" diameter and 2' long) 	<ul style="list-style-type: none"> • Plant stinnings • Small prunings
COMPOSTABLE WARE – **If certified "compostable" (see below) <ul style="list-style-type: none"> • Bags 	<ul style="list-style-type: none"> • Caps 	<ul style="list-style-type: none"> • Plates 	<ul style="list-style-type: none"> • Utensils
FOOD SOILED PAPER <ul style="list-style-type: none"> • Kitchen and bathroom paper towels • Newspaper - soiled 	<ul style="list-style-type: none"> • Paper plates • Paper napkins 	<ul style="list-style-type: none"> • Pizza delivery boxes - soiled (e.g. food, grease) • Take-out food containers - paper 	<ul style="list-style-type: none"> • Tissues (e.g. Kleenex™)

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Proposal to Provide Organic, Recyclable, and Solid Waste Collection and Materials Processing





Your Organics Kitchen Pail is Here to Make Recycling Your Organics Easy!

Step 1. Find a convenient place in your kitchen to use and keep your pail.



Step 2. Put all your food scraps, leftovers and food soiled paper inside the pail.



Step 3. Empty the pail into the organics container at your complex (it'll likely be near the garbage and recycling containers).



Step 4. Keep up the good work! Use your pail for all your food waste and empty it as needed.

Thanks for recycling your organics, you are saving space in our local landfill and reducing greenhouse gases!

For questions or more information on your organics recycling program visit www.westvalleyrecycles.com or contact WVC&R customer service at (408) 283-9250 / customerservice@westvalleyrecycles.com.



Your Organics Kitchen Pail is Here to Make Recycling Your Organics Easy!

Food Scraps

- Bread & baked goods
- Meat & bones
- Fruits & vegetables
- Dairy products (e.g. cheese)
- Egg shells
- Coffee grounds



Food Soiled Paper

- Coffee filters
- Tea bags
- Paper napkins
- Paper towels
- Pizza boxes



www.westvalleyrecycles.com

ORGANICS Please place all organics together in your organics container. Items may not exceed 2 feet in length or 3 inches in diameter and must fit loosely inside with the lid closed. Food scraps do not need to be bagged.

- | | |
|--|--|
| <ul style="list-style-type: none"> • Bones • Branches - cut to fit loosely in container • Bread • Coffee grounds • Dairy products (e.g. cheese) • Dough • Eggs • Filters (e.g. coffee, tea) • Fish and shellfish • Flax • Flowers • Fruit • Garden/tree fruits and vegetables • Grains (e.g. bean, rice) • Grass clippings • Holiday trees - see Extra Services • Ice plant • Landscape vegetation • Leaves | <ul style="list-style-type: none"> • Meat • Newspaper - soiled (food or grease) • Paper cups and plates - coated • Paper napkins • Paper straws • Paper take-out food containers (e.g. fast food) • Paper towels • Pasta • Pizza delivery boxes - soiled (food, grease) • Plant trimmings • Poultry (e.g. chicken, turkey) • Shrubs • Small prunings • Succulents • Tree trimmings - see size limitations above • Vegetables • Wood/lumber (non-treated and non-painted) - see size limitations above |
|--|--|

WHAT YOU CAN PLACE IN YOUR ORGANICS CART:

Food Scraps

- Bread & baked goods
- Meat & bones
- Fruits & vegetables
- Dairy products (e.g. cheese)
- Egg shells
- Coffee grounds



Food-Soiled Paper

- Coffee filters
- Tea bags
- Paper napkins
- Paper towels
- Pizza boxes



Yard Trimmings

- Garden produce
- Leaves
- Grass clippings
- Flowers
- Plant trimmings



- Proposed budget for public education and outreach during the start-up period of the contract and on an annual basis (noting the required minimum annual public education budget described in Section 5.9.1 of this RFP and Exhibit C of the Draft Franchise Agreement); and,

\$50k start up period

\$180k annual budget for public education and outreach

- **Other aspects and unique features of the proposed public education and outreach plan:**

In the near future we plan exciting new website enhancements which include:

Click to Order (online account setup)

Upon award of the contract, WVC&R will begin work on adding an online “Click to Order” feature to our website which will allow new SFD customers to set up collection services online, if they desire a self-service option. This process provides our customers a convenient way to subscribe to our many curbside programs outside of normal business hours at their convenience.



Enhancements to this service include the option for Contractors to order temporary Drop Box service using this convenient process as well.

Trinabot Virtual Assistant (online FAQ)

Another great new enhancement to ensure our customers have access to an array of resources 24/7 is our virtual assistant Trina who can provide answers to commonly asked questions and direct customers to our other online resources.

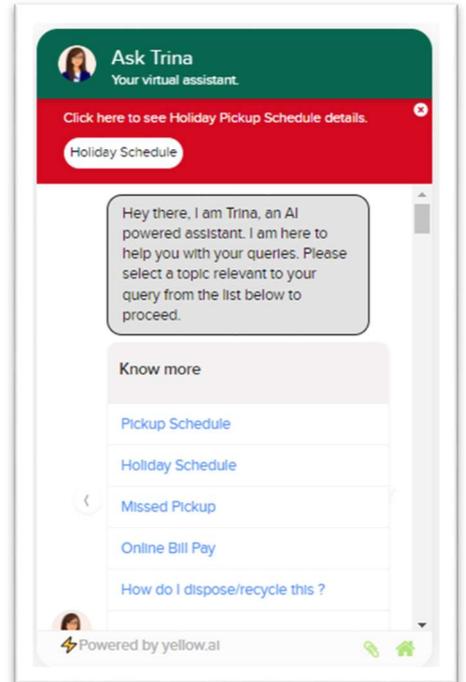
After Hours VoiceBot (virtual voice-prompt FAQ and self-service support)

Voicebot will allow an after hours incoming phone call to allow the customer to elect to use a variety of self-service options like:

- Make a payment
- Look up their scheduled collection day
- Hear holiday schedule
- Report a Missed Pickup
- Order a replacement cart

ACE Dashboard

This new workflow enhancement allows customer service managers and CSRs to conveniently view all received virtual communications (website “contact us” form, “After Hours Voicebot”, and messages via the App) on a single dashboard. From this dashboard all customer communications can be easily allocated for follow-up.



2. Technical Proposal for Base Services

7. Implementation Plan

5.5.9 Implementation Plan

5.5.9 Implementation Plan

Provide a detailed implementation plan describing the proposer’s approach to facilitating a smooth service transition under the new Franchise Agreement. The proposal must clearly describe the proposer’s ability to implement the services in accordance with the schedule shown in Figure 1 of this RFP. This should include how the proposer will meet equipment (e.g., ordering new vehicles and new containers), personnel, administration, maintenance, and public education requirements. The proposer must outline their process for transitioning displaced workers in conformance with the requirements of Section 3.6 of this RFP. The proposer should describe its assumptions regarding Authority and Member Agency staff participation and the current service provider’s participation. Provide a schedule listing key events (e.g.,

- **Equipment:** WVC&R, with the assistance of Waste Connections national resources will utilize build slots already in place with national truck manufacturers to fulfill the needs of this contract. Our relationships both locally and nationally with equipment (cart, bin, drop box manufacturers) also ensure fulfillment of all requirements.
- **Personnel/Administration/Maintenance:** As the incumbent hauler, we have in place tenured, trained and experienced local drivers, mechanics and customer service/office staff. As part of the contract renewal we are looking forward to expanding our employee base of high quality local jobs. We pay competitive wages, a comprehensive benefits and retirement package, as well as offering extensive growth opportunities within our company.

Waste Connections uses a combination of local and national resources to find prospective employees, which is one reason we’ve grown exponentially in mid-level markets, and are able to maintain successful staffing levels despite labor shortages across the US.

Our Regional recruiters use a wide variety of strategies and online resources to attract and hire experienced, professional staff, as well as to identify new talent with a variety of desirable skills. Local leadership is also engaged in the hiring process by being given the autonomy and support to recruit and advertise within the communities we serve. Our decentralized market allows us to specifically research into market specific wage adjustments. Our local managers run each district as their own business. They have the power to recruit in any way and with any wage they feel is necessary in that market. They also have the support of the region and corporate recruiters to provide compliance and research support, as well as set up local job fairs.

For wage analysis, we use a 3rd party vendor “Pay Factors” to pull statistics related to each position. We recently implemented market wage adjustments and continue to closely monitor ongoing labor market demands.



- **Public Education:**

- **Early Implementation**

- As the current partner with the Authority with the local presence and customer relationships we would look forward to early implementation of a number of contract items, as early as February 2023, or as soon as the new contract is finalized. These early implementation items include:

- Hiring of full-time outreach coordinator to start the commercial and multi-family visitation schedule.
 - Purchase and installation of Big Belly compactors at Authority locations.
 - Distribution and collection of fluorescent battery bags
 - Distribution of Multi-family in unit recycle bags and move-in/move-out kits
 - Support select 2023 Special Event waste management
 - Start the “West Valley Waste Reimagined” branding campaign ASAP.

- Displaced Workers: not applicable

- Assumptions regarding Authority and Member Agency staff participation: Our role is to serve the Authority and Member Agency staff’s goals. As such, our expectation is to present work product, community engagement concepts, and operational efficiency ideas to the Authority for approval, after which we will use our resources to develop and implement in a manner/timeline that holds us accountable to the Authority. We view this contract as a long term partnership, and opportunity to highlight both of the best aspects of who we are as a Company and the Authority Member Agencies are as municipalities. We are open to meeting as frequently as the Authority would like and continually present our business as a model of transparency.

Schedule listing key events: As the current hauler for West Valley, Member Agency customers will not see any disruption to collection services. All containers will remain in place and collection schedules will continue, unchanged. WVC&R is very proud of our commitment to providing safe, reliable and friendly service. We’ve outlined below the highlights of our Implementation Plan.



Implementation Timeline	
Activity	Date
Contractor Selection	February 2023
Begin in-person visits to all Commercial and MFD customers	February 1, 2023
Contract Finalization	March 2023 (or sooner)
Order Collection Equipment (carts/containers/drop boxes)	Immediately after contract finalization
Order Rolling Stock (trucks)	Immediately after contract finalization
Begin Commercial bin replacement with new stock/Implement covered Drop box.	April 1, 2023
Post opening and Hire for New Public Education Outreach/Sustainability Coordinator role	Immediately after contract finalization
Post job openings for all new employees	September/October 2023
Status Meetings with Authority	October 1, 2023
Status Meetings with Authority	November 1, 2023
Status Meetings with Authority	December 1, 2023
Receipt of new Rolling Stock (trucks)	Dec. 2023 - Jan. 2024
Update website and facebook page with information	January 2024
Launch updated website, send press release	January 1, 2024
Social media/TV/Radio/Newspaper ad, press releases re: service changes and new programs	January 1, 2024
Status Meetings with Authority	January 1, 2024
Finalize Commercial bin & covered drop box replacement project	February 1, 2023
Intro mailers: Battery bags/How to Guides/New program highlights - created by WVC&R and WVSWMA	January/February 2024
Work with Authority and WVC&R IT team to provide Read-Only access to customer data	January/February 2024
Customer Service & Driver Training - all new hires	January/February 2024
Hire Customer Service Representatives (CSRs)	January/February 2024
Commence in-person visits to all Commercial and MFD customers	February 28, 2024
Status Meetings with Authority	February 1, 2024
Commencement of Service	March 1, 2024
Implimentation and service start update meeting with WVSWMA	March 15, 2024



2. Technical Proposal for Base Services

8. Other Required Plans

5.5.10 Other Required Plans

1. SB 1383 Contamination Monitoring Plan

Contamination Monitoring Methodology:

WVC&R has 13 single family garbage routes and 6 commercial garbage routes, each running five days **per week; during 2022, 45 customers from each route** will be visited and monitored. All containers (including garbage, recycling and organics) at each account visited will be inspected while on-site, WVC&R staff will lift the lid on each container to perform a visual inspection of the contents and determine if contamination exists and whether the container meets or exceeds the Prohibited Container Contaminants Threshold under 7.5.1.B. Data of the SB1383 WVSWMA Contract Amendment will be recorded on each account for reporting purposes consistent with sections 7.5 and 10.3.4 of the SB1383 WVSWMA Contract Amendment.



When WVC&R staff determines a container has:

- No contamination, no additional action will be taken.
- Contamination, but does not exceed the threshold, a courtesy notice will be attached to the container, the container will be serviced as usual.
- Contamination that exceeds the thresholds (noted in the chart below) in the remaining streams or excluded waste, a non-collection notice will be attached to the container consistent with section 7.5.1.C and collection will not occur.

Container	Prohibited Container Contaminants Threshold
Solid Waste Containers	10%
Recyclable Materials Containers	10%
Organic Materials Containers to the Designated Organic Materials Processing Site	5%
Organic Materials Containers to the Approved Organic Materials Processing Site	10%

Communication with Commercial and Multi-family customers:

- When a commercial or multi-family customer is not collected due to excess contamination or excluded waste, WVC&R staff will attempt to make contact while on site or via phone to allow them the opportunity to remove the contaminants and receive a pickup.

In total WVC&R will perform a minimum of 855 contamination audits annually. Prior to selecting the customers to be monitored, WVC&R monitoring staff will coordinate with driver/operations to schedule appropriate timing of audit to ensure containers have not been collected at time of audit. Customers will then be selected randomly. Customers will be selected from the route map by determining with the driver who will be serviced after 10AM. The audits will be performed with a 2 person team and will include verification of waivers as well.

Monitoring schedule:

- There are 270 commercial and multi-family customers to be monitored
- There are 585 single-family customers to be monitored
- WVC&R staff continues auditing 45 commercial/multi-family customers and 45 single family customers weekly:
 - Plan to complete 45 audits in one day
 - Monitoring may be doubled up some weeks and not occurring some weeks due to summer vacations and scheduling needs

2. Litter Prevention/Abatement Plan:

The Authority understands that many pieces of litter that spill during collection are of such a small size that it may become challenging for route drivers to collect them manually during the course of regular collection operations. Proposers must describe their approach to either preventing such litter during collection operations, or to effectively abate it afterwards. Proposers should include any costs related to litter prevention/abatement in the Base Proposal.

WVC&R have trained our drivers to take steps to prevent litter throughout their day by:

- Cycling the vehicle compactor and closing the truck hopper while driving between stops.
- Cleaning litter from around collection containers (carts & bins).
- Trucks are equipped with a broom/dust pan and spill kit for any liquids – for larger spills our drivers immediately contact their Supervisor to assist with clean-up.

Communication to Customers:

- We remind customers via the newsletter to ensure cart & bins lids remain closed prior to collection.
- We also ask that customers bag light & loose material to prevent wind-blown litter.

3. Container Deployment Plan:

Carts:

Delivery and swap-out: Cart inventory will remain with customers and swapped out through attrition. All new carts will be SB 1383 color and franchise agreement compliant.

Customer Notification Process: Not applicable

Contingency Plans (customers provided incorrect containers and/or are missing containers): Not applicable

Bins:

Delivery and swap-out: For Base Services we will provide all new bins to Commercial and MFD customers. For our Alternative proposals 1 & 2, we plan to convert 50% of our front load & bins to plastic containers in the first 9 months of the new contract.

Prior to contract implementation, WVC&R will personally visit all Commercial and MFD customer to discuss exchange of bins, timing, and process.

For the container delivery process we will hire and work closely with our partner vendor Can Do/Fleet Genius Services, the nation's leading provider of container management services, with a performance standard that is unmatched in the solid waste industry, performing over 1,000,000 ticket actions annually. They use GPS task management software to provide real-time photographic service verification for all residential and commercial ticket work orders, as well as digitally captured notes, and geocodes. Can Do's crews are professional, well trained, and properly equipped with uniforms and safety gear, adhering to strict codes of conduct. They provide a full-time supervisor who will be in constant contact regarding project progress and results. Can Do holds a large general liability policy, a worker's

compensation plan, and all of their workers are properly documented. Over their 20 years of operations they have delivered and removed millions of containers, including in helping to design and execute the 2017 Los Angeles franchise roll-out, the largest in the history of the US.

WVC&R supervisory staff will be in constant communication with Can Do as they deliver equipment from our yard throughout the Member Agencies. Each day we will receive data detailing which locations have received equipment, along with immediate feedback on any issues. Our Customer Service team will be available during this time, ready to speak with any commercial or MFD location receiving equipment.

Since we will be removing our existing equipment, duplication of containers on site will not be an issue.

Customer Notification Process: Prior to contract implementation, WVC&R will personally visit all Commercial and MFD customers to discuss exchange of bins, timing, and process.

Contingency Plans (customers provided incorrect containers and/or are missing containers): We don't foresee this being an issue as we will not be removing prior equipment before new/matching equipment is delivered. Should a customer have concerns, our well-established database of information and knowledgeable staff will ensure our customer receives their desired bin.

Drop Box:

Delivery and swap-out: WVC&R will deliver all new equipment to accommodate the customers' schedule when boxes are full, at which point a new container will be redelivered.

Customer Notification Process: Prior to contract implementation, WVC&R will personally visit all Commercial and MFD customers to discuss exchange of containers, timing, and process.

Contingency Plans (customers provided incorrect containers and/or are missing containers): We don't foresee this being an issue as we will not be removing prior equipment before new/matching equipment is delivered. Should a customer have concerns, our well-established database of information and knowledgeable staff will ensure our customer receives their desired bin.



2. Technical Proposal for Base Services

9. Subcontractors

5.5.11 Subcontractors

Identify by name and describe all services to be performed by any subcontractors or vendors, as defined in the Draft Franchise Agreement.

- GreenWaste Recovery, Inc.
Will accept and process the following materials we collect under contract:
 - Batteries, Commingled Recycling, Commercial Organic Materials, Construction and Demolition debris, E-Waste, HHW, Used Oil

- Guadalupe Landfill (*direct contractor to WVSWMA*)
Will accept and process the following materials we collect under contract:
 - Solid Waste, Residential Organics, Roll-off

- Zanker Road Landfill/ Material Processing Facility
Will accept and process the following materials we collect under contract:
 - Construction and Demolition debris

- County of Santa Clara Recycling and Waste Reduction Division
 - Food Rescue Partner

- Zanker Road Landfill/ Material Processing Facility
 - Construction and Demolition debris

Other Potential Partners/Stakeholders

- Sweeping Corp of America (Operating as Contract Sweeping Services)
Currently provides Street Sweeping services for Cities of Campbell and Saratoga.

- Pacific Recycling Solutions, Inc. / Garden City Sanitation, Inc.
Single stream recycling materials

Additional Vendor/Subcontractors

Name	Street	Address	Vendor Supplies:
T & J LEWIS INC DBA CLASSIC GRAPHICS	7969 ENTERPRISE DRIVE	NEWARK, CA 94560	bin repairs, bin supplies
CASCADE ENGINEERING INC	PO BOX 888405	GRAND RAPIDS, MI 49588-8405	bins / carts supplies
CLEAN ENERGY FUELS	PO BOX 678208	DALLAS, TX 75267	CNG FUEL
MAMAC INVESTMENT INC - CONTAINERS UNLIMITED	3375 ARDEN ROAD	HAYWARD, CA 94545	oil jugs
BRUCES TIRE INC	2400 PRUNE AVE	FREMONT, CA 94539-6732	tires

2. Technical Proposal for Base Services

10. Existing Management and Customer Service Systems

5.5.12 Management and Customer Service Systems

Proposer shall describe the management systems and customer service systems its company plans to use to manage inquiries and complaints received from residential and commercial customers. The description of the management systems and customer service systems shall include:

1. Overview of your company's management information system, including how various components are integrated, and the extent to which information is accessible to the Authority in read-only mode;

WVC&R uses Route Manager Online, an industry leading robust Customer Management database which stores all Customer account details including service history, billing/payment history, communication notes, and photos of extra bags/blocked stops, etc. This system is integrated with our Route tablets which provide drivers with their sequenced addresses routed for daily collection. Drivers confirm service at each stop marking it "Serviced" and the software notes the date and time of each stop. This technology also allows our Dispatcher and/or Customer Service Manager to send Work Orders & other service information in real time to the drivers to ensure timely collection for our customers.

2. Name, type of equipment, software used to maintain routing and customer service information, and period of time the company has operated this system;

Route Manager Online (RMO) is a secure, web-based platform and has been our Customer Service Management database for the past 5 years and is supported entirely by our Waste Connections IT department.

3. Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills);

Our Operations team works to ensure all service is completed consistently and safely and that all routes are completed in full every day to avoid complaints, missed pick-ups, excess noise, or spills. When complaints are made, our Customer Service Team works directly with our Operations Team to resolve the complaint immediately. For small spills, our drivers can employ their on-truck spill kit, but for larger spills, drivers immediately contact their supervisor to assist. For missed pick-ups, our Customer Service team will offer a complimentary go-back once per year at no charge, or we offer to collect extra garbage at no charge on the next subsequent collection day. For noise concerns, we work with the customer and our routes to best accommodate the customer request and safe accessibility.

4. Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served;

RMO is capable of generating a wide variety of reports which we can deliver to the Authority by request. We use Spectrum phone systems to manage our calls, which also includes the ability to run daily reports to analyze call volumes, hold times and other metrics. Spectrum can tailor reports based on our needs.

5. Description of your company's experience establishing individual call centers, centralized call centers, and or remote customer service representative teams; and, identification of the location of any call center(s) that will be used;

WVC&R has a well-established Customer Service department which has been serving the Authority Member Agencies from our offices at **1333 Oakland Road San Jose**, for over 15 years.

6. Identification of whether the system is used company-wide or for select jurisdictions (listing which jurisdictions); Both our Spectrum phone system and RMO software are used company-wide.

7. Description of how the customer service information interfaces with route and billing data and provision of examples of reports that summarize single-family and commercial customer information: RMO combines all account, routing, service history, billing, notes, rates, customer communication, and CSR notes associated with the

customers' unique account number. Our routing software and handheld technology all feed directly into RMO at the account level.

Please see below for a sample reports.

8. **Description of your company's internal performance standards/targets** as well as procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations; Examples of internal performance standards/targets:

The WVC&R team works to ensure every customer experience with us results in a positive outcome. Our customers are our priority and service requests, issues and complaints reported to us are handled swiftly and professionally. For example, if a customer calls with a noise complaint, we make every effort to accommodate their requests of later collections, or if a customer calls to report litter resulting from collection, the driver may be sent back to the location to clean it up and if he is unavailable, a supervisor will go the location to clean-up the litter. In both cases described, as is in every service issue case that is possible, the expectation is to work towards an immediate response.

9. **Description of how the company measures customer service** with regard to the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identification of specific performance metrics or targets your company tracks. Provision of copies of actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups;

WVC&R's customer service call center utilizes Spectrum to measure CSR activity and all customer calls. Real time, detailed reports and summary reports are available that show total calls (incoming and received for the selected time period), average hold times, talk times, and more. When a customer calls in a service request or matters such as a missed pickup, WVC&R's CSR inputs the information into RMO, our customer service software system. RMO allows for many reporting options, including a report specifically tied to missed pickups.

Please see attached (attached as Excel Documents to the emailed response):

Attachment 7 - Spectrum Daily Customer Service Report

Attachment 8 – Spectrum MTD Daily Calls Report

Attachment 9 – WVC&R Customer Service Stats

10. **Provision of copies** of monthly or quarterly reports submitted to at least two (2) jurisdictions that document monthly tonnage, customer account, and complaint information;

Please see attached (attached as Excel Documents to the emailed response):

Attachment 10 - GreenTeam Q1 2022 MFD Quarterly Report

Attachment 11 – GreenTeam Q1 2022 SFD Quarterly Report

Attachment 12 - GreenTeam Unincorporated County of Santa Clara Q4 FY 21-22 Quarterly Report

11. **Demonstration of the ability to report the information required** in Article 6 and Exhibit D of the Draft Franchise Agreement if not demonstrated through the presentation of information required above; and, (reporting)

WVC&R's monthly reports provide detailed information by line of business including: number of customers, tonnages by stream, service levels, SB 1383 activity and outreach.

Please see attached (attached as Excel Documents to the emailed response):

Attachment 13 - WVC&R June 2022 Monthly Report

12. **Description of prior experience utilizing Recyclist**, including jurisdictions in which Recyclist has been utilized,

and the types of data your company has stored in Recyclist.

WVC&R has utilized Recyclist in coordination with the Authority to record SB 1383 contamination monitoring activities as well as waiver applications and approvals. The Recyclist program is a user friendly platform and App that makes recording the detailed information required by SB 1383 easy.

13. Description of the proposer's approach to finding, piloting, assessing, and **integrating emerging technology** that may not have been anticipated in its original proposal.

As a national company we communicate best practices and technological advancements learned on the ground throughout our North American footprint, and are in regular communication with our national industry-related vendors. We are members of SWANA and the NWRA, and regularly attend national industry events such as Waste Expo and WasteCon to network and learn of new industry trends for implementation. Please see section 5.7 to follow for more on our local and national sustainability and environmental initiatives. We look forward to continued open communication and collaboration with the Authority on continuing to support resource recovery, landfill diversion and waste reduction efforts.

As exemplified in this response, new technologies Waste Connections is engaged with include 3rd Eye, TrinaBot, Mobile App, Click 2 Order, ACE, VoiceBot, etc.

3. Technical Proposal for Alternative Services

1. Alternative Services (required)

5.6.1 Technical Proposal for Alternative Services

In response to this section, we are providing detailed information on each item listed in section 3.4 of the RFP, in accordance with the requested information in the RFP document. As you will note, many of the Alternative Services have already been addressed above as we've followed the outline of the Draft Franchise Exhibits, B. In addition, there are changes to Technical Proposal for Base Services which are included in our Alternative Proposals 1 & 2 which we have inserted at the end of this section.

Response to RFP Section 3.4 Scope of Alternative Services.

3.4.1 Bulk Compost and Mulch

As previously mentioned in our response to section 5.5 above, we utilized the outline format of Exhibit B of the Draft Franchise Exhibits document, which included Member Agency Services, Provision of Compost Product. For the purposes of this section (5.6) please refer to our detailed response for Provision of Compost Product already provided as part of 5.5 Technical Proposal for Base Services: 5.5.1 Collection: Exhibit B4 - 6. Provision of Compost Product-A Bulk Compost and/or Mulch for Member Agency Use.

3.4.2 Compost Give-Away

As previously mentioned in our response to section 5.5 above, we utilized the outline format of Exhibit B of the Draft Franchise Exhibits document, which included Member Agency Services, Provision of Compost Product. For the purposes of this section (5.6) please refer to our detailed response for Provision of Compost Product already provided as part of 5.5 Technical Proposal for Base Services: 5.5.1 Collection: Exhibit B4 - 6. Provision of Compost Product-B. Compost Give-Away Events.

3.4.3 Used Cooking Oil Collection

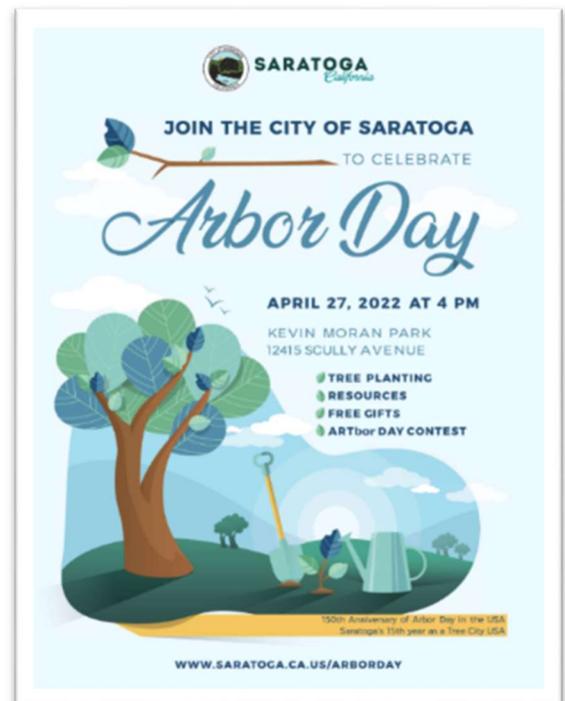
As previously mentioned in our response to section 5.5 above, we utilized the outline format of Exhibit B of the Draft Franchise Exhibits document, which included Used Cooking Oil Collection. For the purposes of this section (5.6), please refer to our detailed response for Used Cooking Oil Collection already provided as part of 5.5 Technical Proposal for Base Services: 5.5.1 Collection: Exhibit B1 - Single-family Residential Services: 4. Use Cooking Oil Collection response.

3.4.4 Multi-Family Move-In and Move-Out Kits

As previously mentioned in our response to section 5.5 above, we utilized the outline format of Exhibit B of the Draft Franchise Exhibits document, which included Multi Family Move In/Move Out Kits. For the purposes of this section (5.6), please refer to our detailed response for Move In/Move Out Kits already provided as part of 5.5 Technical Proposal for Base Services: 5.5.1 Collection: Exhibit B2 - Multi-family Residential Services: 6. Move In/Move Out Kits response.

3.4.5 Large Event and Venue Services

As previously mentioned in our response to section 5.5 above, we utilized the outline format of Exhibit B of the Draft Franchise Exhibits document, which included Special Events. For the purposes of this section (5.6), please refer to our detailed response for Special Events already provided as part of 5.5 Technical Proposal for Base Services: 5.5.1 Collection: Exhibit B5 - Special Events.



3.4.6 Street Sweeping

Sweeping Corp of America (Operating as **Contract Sweeping Services**) currently provides Street Sweeping services for Cities of Campbell and Saratoga. We have contacted Contract Sweeping Services, and they have agreed to partner with WVC&R to work as a subcontractor should the Authority wish to discuss this option further. Another potential option that Contract Sweeping Services was open to is working together in closer partnership/communication to coordinate sweeping after collection service. In this scenario WVC&R would be happy to act as a communication liaison between street sweeping and Member Agencies.

3.4.7 Weekend Public Litter Container Collection

As previously mentioned in our response to section 5.5 above, we utilized the outline format of Exhibit B of the Draft Franchise Exhibits document, which included Member Agency Services, Public Litter Module Service (with reference to Weekend Public Litter Container collection). For the purposes of this section (5.6) please refer to our detailed response for Public Litter Module Services already provided as part of 5.5 Technical Proposal for Base Services: 5.5.1 Collection: Exhibit B4 - 3. Public Litter Module Service.

In the event organics and/or recycling collection is to be added we request a discussion to address additional compensation.

3.4.8 Exclusive C&D Collection

As previously mentioned in our response to section 5.5 above, we utilized the outline format of Exhibit B of the Draft Franchise Exhibits document, which included Exhibit B6 – Construction & Demolition Material Collection. For the purposes of this section (5.6) please refer to our detailed response for Construction & Demolition Material Collection, already provided as part of 5.5, Exhibit B6.

Due to the exclusive contracted nature of our operations, WVC&R's Drop Box service team has a historically consistent next day response/turn-around time. This ensures West Valley contractors who need dependable service get it, and the waste generated is handled properly.

Additionally, as the exclusive contracted hauler for C&D waste, the Authority can ensure Member Agency and Authority goals, standards, and accountability standards are maintained across the entire waste stream.

This includes:

- Ensuring compliance with a Member Agency's C&D ordinances and regulations
- Educating C&D Customers on the requirement to Source Separate Organic Materials generated during construction and demolition projects.
- Ensuring all C&D is processed to comply with CalRecycle and California Building Standards Code.
- Providing in-person site visits at large C&D Collection Sites within the Authority to train staff on proper sorting for C&D Containers to assist them in achieving Diversion targets.
- Ensuring C&D is transported to an Authority Designated C&D processing facility, or an Authority Approved C&D Processing Facility, as agreed upon by the Customer and WVC&R.
 - In April 2021, when we signed our SB 1383 amendment, Zanker Road Landfill was added to our roll-off processing options since they offer higher diversion rate than Guadalupe Landfill. We are in frequent communication with Zanker Landfill to coordinate best practices for diversion, as well as for safety and efficiency.
- Providing customers with Authority Contract Manager approved **educational information** on best practices for C&D Recycling and reuse and proper separation of materials for Collection as described in Section 4.8.
- Labeling, or **installing signs**, as directed by the Authority Contract Manager, on Bins and Drop Boxes identifying allowable and non-allowable materials for Collection in the C&D Containers.
- Submitting C&D Tonnage information and other data pursuant to Exhibit D of the Agreement.

We look forward to our Outreach staff developing specific materials targeting construction customers, specifically encouraging greater recovery for reuse of materials from sites. We will continue to support LEED accreditation with an enhanced outreach/assistance plan to contractors as well.

Below are concepts to enhance our current C&D education/outreach:

Develop outreach materials for C&D projects.

Outreach materials like flyers, brochures, and website pages help explain available services and encourage diversion of C&D materials from the landfill. Signage and best practices handouts help reduce contamination at the jobsite.

- Create displays for tabling events.
- Update existing C&D brochures and flyers.
- Develop new C&D print and web materials.
- Maintain and develop new signage for drop boxes.
- Develop a best practices handout for C&D projects.

The County of Santa Clara developed this helpful document which we would distribute and promote for use by Member Agency contractors: <https://tinyurl.com/4fjh3e64>

Provide technical assistance and promote use of mixed C&D drop boxes and other recycling services.

Visit C&D project sites to offer assistance and recommendations.

- Offer onsite meetings with C&D customers when they sign up for service.
- Conduct technical assistance visits.
- Bring signage for drop boxes on request. Work with operations staff and drivers to provide sites signage for drop boxes.
- Attend Contractor networking events to distribute outreach materials.
- Meet with operation supervisors and transfer stations to better understand technical assistance opportunities and stock educational fliers/info at transfer stations/facilities.

Research diversion options for hard to recycle materials.

For C&D project managers seeking high diversion rates, research recycling, salvage, and waste reduction options.

- Promote Habitat for Humanity ReStore and other reuse/resale businesses for construction remodel waste.

Develop diversion programs for transfer stations.

- Pursue salvage/recycling programs for C&D materials.

Project Measurements

- Communicate progress on above tasks at Authority Member Meetings and periodic project/task-based meetings with the Authority and Member Agencies.
- Count number of attendees and resources distributed at outreach opportunities.

In the near future, with enhancements throughout the new contract term, we also look forward to launching user-friendly technology that will further assist our contractors with ordering and scheduling service.

- Drop box ordering and scheduling through Waste Connect App
 - In our experience, contractors on job sites most frequently use mobile phone App and texting for communication.
- Drop box ordering and scheduling through Click to Order on our Westvalleyrecycles.com website.

WVC&R Alternative Proposals:

In addition to the Alternative services described in Section 3.4 of the RFP, we are presenting below (and along with attached associated cost proposal forms) two Alternative Proposals for Authority consideration.

Alternative Proposal 1:

Below are the items for Alternative Proposal 1 which differ from the Base Proposal:

- **Recyclable Materials Processing Site Information:** For the purposes of Alternative Proposal 1, Pacific Recycling Solutions will be our processor, with the inclusion of a Garden City Sanitation Direct Transfer Facility. For detailed information on this process, please see Attachment 14 – Pacific Recycling – Garden City Commitment Letter and Reports.
 - **An opportunity for positive reinforcement:**
Utilizing our internal facilities for material transfer and processing will also assist in greater monitoring capabilities and auditing of contamination percentages in loads. This would allow us to encourage greater ownership by each of our drivers regarding the contamination levels on their route. For example, a contest between residential recycle drivers throughout the West Valley could be had to determine the lowest level of contamination on a single route day, as monitored at the time the material is dumped at our transload facility. In our experience with drivers, this type of competition incentivizes action, the goal of which being further positive engagement with customers and greater use of contamination education notices.

In a similar fashion, both our contamination monitoring teams and drivers will look to “catch someone recycling right.” In these cases, if a driver has a customer who recycles regularly with little contamination, or little contamination is witnessed during contamination monitoring, these employees will have thank-you notes and leave behind “swag” items as a positive reinforcement.

- **Maintaining use of 11 trucks from our existing fleet and purchasing 41 New Trucks.**
 - WVC&R are switching to full-body individual stream collection on all trucks used.
 - Comparison of Base Proposal vs. Alternative Proposal 1
 - **Base Proposal** – All New = 17 FELs, 25 ASL, 6 REL, 6 ASL Mini, 3 Container Delivery, 6 RO, 1 Service Truck, 2 pick up trucks = 66 Total

 - **Alternative Proposal 1** – 52 total
 - New = 10 FELs, 19 ASLs, 5 ASL-mini, 3 REL, 1 Container Delivery, 2 pick up trucks, = 41 total
 - Existing = 5 RO, 2 Container Delivery, 3 REL, 1 FEL = 11 total

- Use existing commercial/MFD bins at the beginning of the contract, and covert 50% of them to plastic during the first 9 months of the contract.
 - Plastic containers reduce use of injury and are quieter when servicing
- Purchase of four (4) Big Belly Smart Bins - for public use in each of the Member Agencies. (see 5.6.2 Innovative Services: Big Belly Compactors below)
- Service to begin at current start times (Residential at 6:00 am/Commercial at 3:00 am).

Alternative Proposal 2:

This option will mirror Alternative Proposal 1, with the Recyclable materials taken to GreenWaste as described in the Technical Proposal for Base Services.

3. Technical Proposal for Alternative Services

2. Innovative Services (optional)

5.6.2 Innovative Services (Optional)



Big Belly Compactors

As part of the contract renewal, we look forward to purchasing, installing, and servicing (4) four Big Belly Compactors (one for each Member Agency) for public litter collection. Given the number and frequency of litter collection receptacles we see additional implementation of these attractive solar compactors as a future significant benefit to the Authority Member Agencies and us as the hauler.

Big Belly compactors not only provide numerous operational advantages, (no overflow/wind blown litter, larger storage capacity, real-time notifications when full), but also a great opportunity to promote Authority campaigns.

For the four compactors installed, we would also like to provide public facing signage as to the benefits of the compactor, and a summary of the Authority's sustainability goals.

Cleaner Public Spaces

Bigbelly transforms public space cleanliness and aesthetics with total waste containment - eliminating overflows, visible waste, windblown litter, and critter access. Create cleaner, greener, safer pedestrian spaces with reduced truck traffic, noise & congestion.

- No Windblown Litter or Access for Critters
- Total Waste Containment
- No Overflows or Visible Waste

Increased Productivity

Communities experience up to 80% collection reductions with a smart waste fleet and compaction technology. This results in decreased truck rolls, vehicle wear, and fuel consumption. Informed decision making with data and analytics enables labor to be reallocated to more meaningful projects.

- Increased Capacity (5x Traditional Bin)
- Automated Real-Time Collection Notifications
- Operational Insights, Analytics & Reporting

Measurable Sustainability

Introduce and measure the diversion rate of a public space recycling program. Bigbelly offers multiple streams at each station to encourage proper recycling. Reduce carbon footprint & greenhouse gas emissions with decreased fuel usage and vehicle pollution.

- Measurable Recycling Diversion Rates
- Uniform Public Space Recycling Programs
- Reduced Pollution & Carbon Footprint



3rd Eye Technology for contamination reduction:

New trucks ordered for this contract renewal will come equipped with 3rd Eye technology cameras, which not only provide industry leading safety training, engine diagnostics, and service verification,



3rd Eye has also developed AI technology capable of identifying black bag contamination in commercial recycling. As 3rd Eye continues to develop their “Purif-eye” technology nearing the contract renewal start, and into the contract, we look forward to implementing these enhancements, with the infrastructure of the 3rd Eye cameras already in place on our trucks.

For more information about 3rd Eye please visit: <https://www.3rdeyecam.com/>



National recognition opportunities:

We believe the West Valley is poised for national recognition and will use our Waste Connections’ national resources to promote Authority activities towards this goal.

Recently, Resource Recycling awarded the cities of Washington DC and Fayetteville, AK as their “National Program of the Year” winners for collection programs (large and medium sized respectively.) In comparing West Valley’s efforts so far, combined with the additional items proposed as part of the renewal contract, we believe similar recognition will be in order.

Such recognition will only serve to benefit the residents/businesses, Member Cities, Authority, and us as the hauler, with greater exposure and ultimate pride/buy in on our work in the community at every level.

Below are some earned media Washington DC and Fayetteville received, along with highlights of their work we could glean for further enhancement of Authority programs:

Two cities nab awards for program excellence

Published: August 3, 2022

Updated: August 5, 2022

by [Jared Paben](#)



Washington, D.C. has been honored as a 2022 Recycling Program of the Year award winner. | Courtesy of the city of Washington, D.C.

Washington, D.C. and Fayetteville, Ark. have been named the 2022 Resource Recycling.

Washington, D.C. picked up the honor after embarking on an intense outreach campaign that as of fall 2021 had slashed contamination

LOCAL NEWS

Fayetteville recycling named 2022 Program of the Year

Fayetteville has a 19% recycling rate, with a contamination rate of less than 2%.



Examples from winners to glean from for West Valley:

Washington DC: <https://zerowaste.dc.gov/>

Use of Storymaps.com to tell the local recycling story in an engaging way:

US Recycling History
The first Earth Day was held on April 22, 1970 and the U.S. Environmental Protection Agency was created on December 2, 1970, by President Richard Nixon. In 1976 the Federal Resource Conservation and Recovery Act is passed. In 1987, the infamous *Mobro 4000*, a trash barge leaving from New York City without a destination, triggered nationwide interest and concern about the need for more environmentally sound solid waste management practices.

DC Recycling History
The District's first residential recycling program was started in March of 1989. At first, only newspapers were accepted. In 1991, additional materials, glass, plastic, metals were added to the list of acceptable items.

America Recycles Day
America Recycles Day, a day celebrating the importance and impact of recycling, started on November 15, 1997 with an emphasis on educating the proper ways to recycle in the US. It is now the signature recycling program of Keep America Beautiful (KAB).

DC's Zero Waste Future
In 2014, the Sustainable DC Plan was established outlining many of the District's sustainability goals, including the District's Zero Waste goal of diverting 80% of its waste away from landfill and incineration towards more beneficial uses. The Zero Waste Group has been hard at work to...

SUSTAINABLE

ZERO WASTE

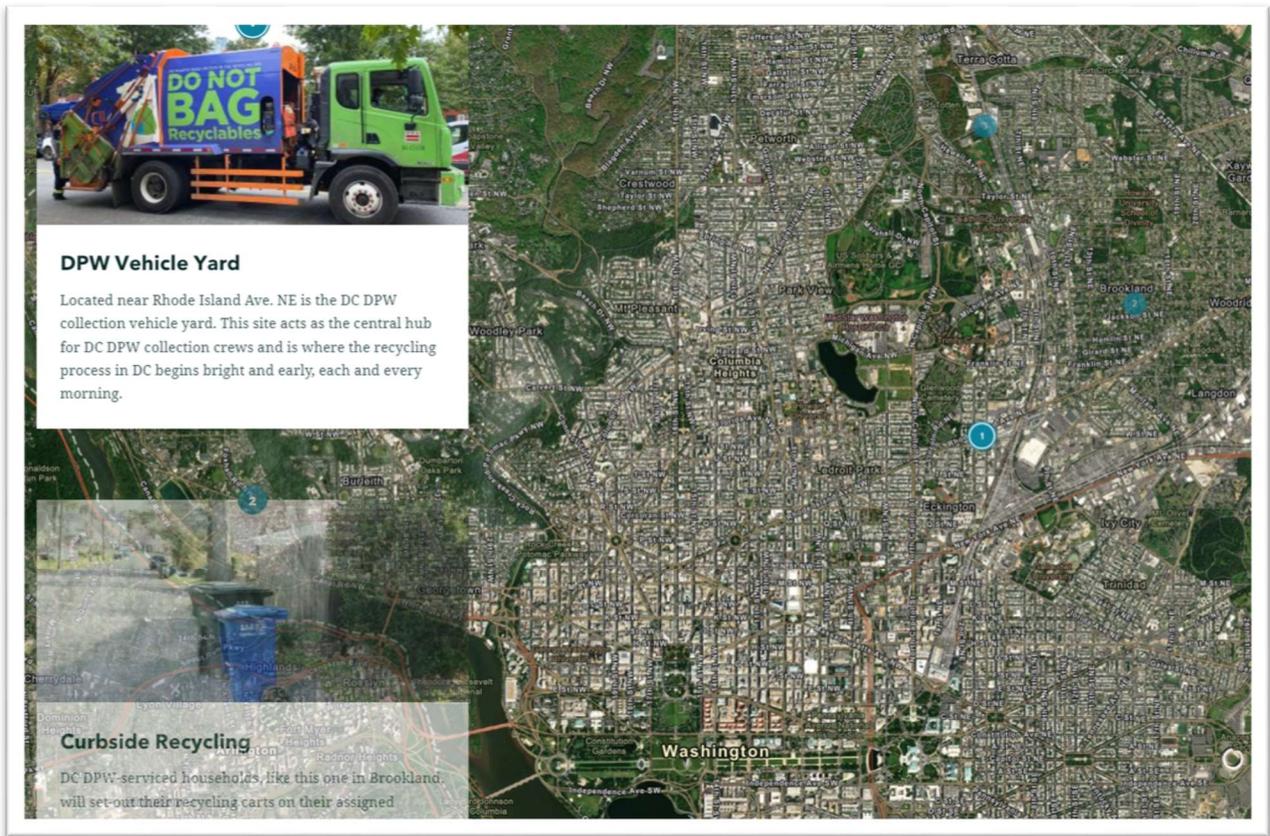
StoryMaps.com
Overview Features Explore Learn Pricing

0:00 / 1:30

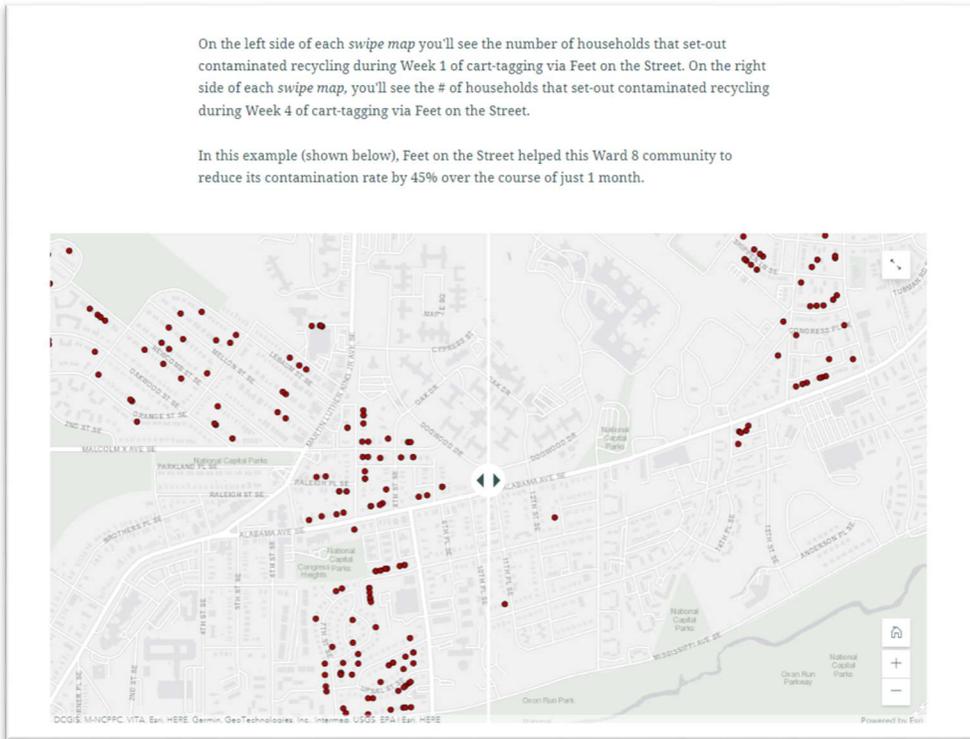
Everyone has a story to tell

From epic road trips to your favorite local restaurants, your experiences can inspire and engage people everywhere. Everyone loves a good story, and your stories are waiting to be told. Let us help you share them with the world.

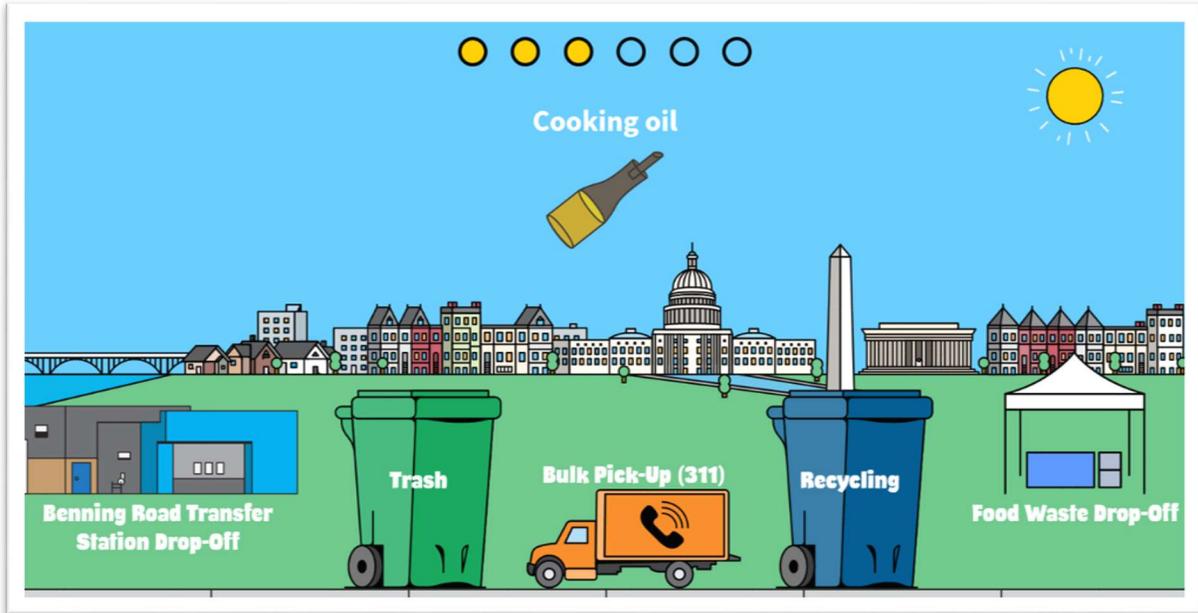
Birds eye tour of the entire recycling process from start to finish:



Side by side maps showing progress of fewer contaminated carts:



Waste Sorting game:



Direct integration of reporting and plans from the hauler into the City's Climate Action Plan:

April 2023

DC DPW will release the city's Zero Waste DC Plan, establishing the Mayor's long-term vision for achieving the city's zero waste, sustainability, and climate goals.

Fayetteville, AK: <https://www.fayetteville-ar.gov/1297/Recycling>

Fayetteville’s active promotion of cart size reduction, with the incentive being a reduced trash bill. (Upsizing costs to switch out the cart, downsizing is free.)

Changing your cart size and ordering recycle bins

Changing to a smaller cart is free of charge. Going up in cart volume will incur customers a one-time \$26.21 upgrade fee. You may change cart sizes at any time, but must wait 30 days between orders. Carts are exchanged on your next service day. The first two recycling bins are available at no charge; additional bins are \$13.63 plus tax for each.

To order recycling bins or change cart size, please call 479-575-8398. **Note:** to change cart size, **write down the serial number from your cart before calling.** Thank you.



Downsize Your Trash Cart	Yearly Savings	Less Gallons Sent to Landfill
Large to Small	\$149.28	3,328 gallons
Large to Medium	\$81.84	1,664 gallons
Medium to Small	\$67.44	1,664 gallons

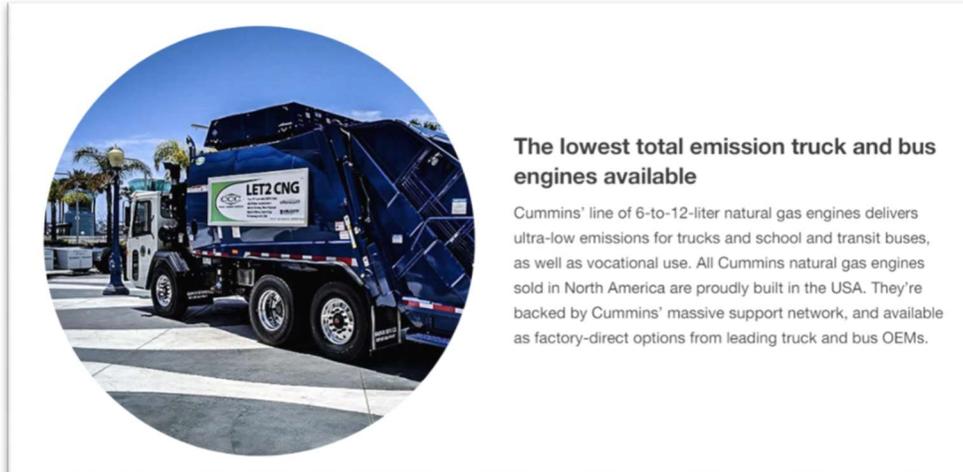
4. Environmental Considerations

5.7 Environmental Considerations

We currently have 13,174 active residential and commercial customers who have signed up for paperless billing. We continue to encourage e-statements through our quarterly newsletters and billing messages on paper invoices.

Examples of environmental enhancements, include:

- To achieve the status of a **Certified Green Business** our office:
 - Replaced all T-12 lights with T-8 or T-5
 - Replaced incandescent bulbs with CFLs
 - Uses energy efficient exit signage
 - Offers telecommuting and/or flexible schedules
 - Utilizes reusables such as rechargeable alkaline batteries, kitchen ware (cups, plates, etc...)
 - Minimize unnecessary printing
- SWPPP (Storm Water Pollution Prevention Plan) efforts such as:
 - Daily inspection of the yard to ensure compliance
 - Sweep yard daily with sweeper truck
 - Clean storm drains weekly
 - Labeled all storm drains with "NO Dumping Drains to Bay" messaging
- RNG/CNG Fleet:
 - In 2013 we invested 2.5 million to build a RNG/CNG fueling station on site for our new fleet
 - We use state of the art Cummins RNG/CNG engines
 - Mechanics are trained by Cummins to safely maintain the fleet
 - The shop has numerous sensors which communicate with the Fire Department in real time, to detect leaks



- Please see 2021 Waste Connections Sustainability Report:
<https://d16bl9hbknxy0.cloudfront.net/7ed02edc-ec78-47af-be65-104b5c5d99c6/4cddb325-99d5-4efa-af1a-738cbb1763f3/2021-sustainability-report-booklet.pdf?&Expires=9223372036854775&Signature=v8po~Slh5JRCKoXQwYk9vgpHVVRaCvD0EUeJDQEffLXQonP2X46SVXnQU89J1QwYBmrrnQHd6gDCdycYqpw0An3MjyZmosC7ubw2WpSnGxpdNfpL0qT0lvmZfQV09IHx4lv0exMntkMPDJXW2yKq653p4aQH7PRZcHJF8uyRTZJlC512mqbQ0qkMpc05pKU35pUAOGcbGM43sS~1-w4pjDD9A3XP6hSRbTU38rYyETwVhHLF6JYbUtVG-Wd~RhrXsVeUonel34tZA9PDXnU~BeDfBcc9aZ-huu95N1pRkouTV9eQSMWLC1RaCMrqlhEp07leQcLr8VbWU-IJGc3FMvQ &Key-Pair-Id=K2SKI2Y48Y62V1>

5. Acceptance of RFP and Franchise Agreement

5.8 Acceptance of RFP and Franchise Agreement

Please see attached to this document:

- Attachment 15 - Draft Franchise Agreement
- Attachment 16 – Draft Franchise Exhibits

Please also (in the form of Word documents with tracked changes and comments enabled, attached to our response email):

- Attachment 17 - Draft Franchise Agreement Word Version
- Attachment 18 - Draft Franchise Exhibits Word Version

6. Cost Proposal

1. Cost Proposal for Base Services

6. Cost Proposal

2. Cost Proposal for Alternative and Innovative Services

Please note, per the instructions on page 32 of the Request for Proposals document (4.5.4 Step Four – Proposal Submittal), we are attaching separately from this document, to our response email, the required Cost Proposal forms as MS Excel files.

These forms are:

Attachment 19 - WCN Base-Cost-Proposal to WV Authority 2022-Submittal Doc Final 220810

Attachment 20 - WCN Alt 1-Cost-Proposal to WV Authority 2022-Submittal Doc Final 220810

Attachment 21 - WCN Alt 2-Cost-Proposal to WV Authority 2022-Submittal Doc Final 220810

Attachment 22 - WCN Alternative-Cost-Proposal-Forms-Other-FINAL 220810

Attachment 23 - WCN Alternative-Cost-Proposal-Forms-Street-Sweeping-FINAL 220810

5.9 Cost Proposal

5.9.3 Cost Proposal for Alternative and Innovative Services

B. Base Services with Separate Pricing

1. Contamination Monitoring Route Reviews (per-day cost): \$400/day
2. Kitchen Pails (per one hundred (100) units²): \$6.00/pail
3. Gravity-lock carts (per unit): \$50.00/unit
4. Public Education Annual Budget: \$50k start up/\$180k annual budget

7. Other Proposal Forms

For these forms, please see attached:

Attachment 24 - WV-Secretary's Cert. – SIGNED

Attachment 25 - Anti-Collusion Affidavit SIGNED

Attachment 26 - Iran Contracting Act Cert. SIGNED

Attachment 27 - WVC&R registration

Thank you, West Valley Collection and Recycling (“WVCR”), for your participation in the West Valley Solid Waste Management Authority (Authority) Collection and Processing Services Request for Proposals (RFP) process. The Authority received a proposal from WVCR on August 10, 2022, which is currently under review by the Authority’s evaluation team. The evaluation team has developed the following list of clarification questions for WVCR’s immediate attention. **Please provide a response no later than August 31, 2022.** The technical evaluation of WVCR’s proposal relies up on clarification of these matters, and the evaluation team will be unable to complete evaluation of the proposal until they are resolved. Failure to provide responses as requested may result in the rejection of WVCR’s proposal. *The Authority is still reviewing WVCR’s proposal for completeness and compliance and may request further clarification in addition to the items noted below.*

OPPORTUNITY TO CORRECT:

In light of any of the questions presented in this document, the Authority encourages WVCR to carefully review the submitted cost proposal information for any resulting changes, as well as for any clerical and/or mathematical errors. In the event that WVCR does identify any changes or errors, the Authority will permit WVCR to submit corrected cost forms, provided that they are submitted to the Authority by **August 31, 2022**. Any resubmittal of the cost forms must include a thorough narrative description of the errors identified and changes or other corrections made.

TECHNICAL PROPOSAL CLARIFICATION QUESTIONS:

None at this time.

COST PROPOSAL CLARIFICATION QUESTIONS:

1. Please provide explanations for and reasoning behind the differences between the three Base Cost Forms WVCR submitted (Attachments 19, 20, and 21 of WVCR’s proposal).
 - a. Our Base proposal provided a response to meet all the required items as stated in the RFP.

Alternative Proposal 1 utilizes several existing trucks with remaining lifespan, in addition to purchasing approximately 50% new commercial bins (as opposed to a completely new inventory as requested in the Base proposal). Alternative Proposal 1 also presented different operating hours from the Base proposal, which are more in line with our current operations. Finally, Alternative Proposal 1 presents Pacific Recycling Solutions as the single-stream recycling processor.

Alternative Proposal 2 essentially matches Alternative Proposal 1, with one change being the processing destination for our commingle recycling will remain as GreenWaste Recovery.

Thank you, West Valley Collection and Recycling (“WVCR”), for your participation in the West Valley Solid Waste Management Authority (Authority) Collection and Processing Services Request for Proposals (RFP) process. The Authority received a proposal from WVCR on August 10, 2022, which is currently under review by the Authority’s evaluation team. The evaluation team has developed the following list of clarification questions for WVCR’s immediate attention. **Please provide a response no later than September 2, 2022.** The technical evaluation of WVCR’s proposal relies up on clarification of these matters, and the evaluation team will be unable to complete evaluation of the proposal until they are resolved. Failure to provide responses as requested may result in the rejection of WVCR’s proposal. *The Authority is still reviewing WVCR’s proposal for completeness and compliance and may request further clarification in addition to the items noted below.*

OPPORTUNITY TO CORRECT:

In light of any of the questions presented in this document, the Authority encourages WVCR to carefully review the submitted cost proposal information for any resulting changes, as well as for any clerical and/or mathematical errors. In the event that WVCR does identify any changes or errors, the Authority will permit WVCR to submit corrected cost forms, provided that they are submitted to the Authority by **September 2, 2022**. Any resubmittal of the cost forms must include a thorough narrative description of the errors identified and changes or other corrections made.

TECHNICAL PROPOSAL CLARIFICATION QUESTIONS:

1. Please provide an additional (non-Authority) reference project where new collection service was initiated.
 - a. **Unincorporated Ada County, Idaho**
 - **Jurisdiction where services are provided:** Unincorporated Ada County, Idaho
 - **Dates of services:** 10/1/2019 – 09/30/2029
 - **Term of agreement:** 10 years
 - **Service provided:** SFD, commercial and MFD garbage, recycling, bulky waste/appliances, yard waste, (seasonal fall leaf and Christmas tree) collection.
 - **Jurisdiction’s representative responsible for administering the agreement:**
Shara Roberts, Ada County Billing Services Manager, 200 West Front Street, Boise, ID 83702 (208) 577-4710, smroberts@adacounty.id.gov
 - **Number of Residential and Commercial Customers Serviced:**
Single Family homes – 21,000
Commercial - 500
 - **Description of roll out:** Prior to commencement and equipment delivery, we visited each commercial customer in person, to provide contact information and recycling education, answer questions, provide confirmation of their pickup days, and orchestrate the container exchange process.

Introductory letters, postcards, emails, phone calls, and cart hanger fliers went out to all residential customers notifying them of the upcoming transition. Our website was kept updated with the latest information, and Facebook was used for community engagement. Our mobile app was made available for any residential customer to receive set-out notifications the night before service, along with access to mobile bill pay feature. Our “What’s my collection day?” widget was also placed on Ada County’s website, along with the Waste Wizard tool, which provides information on where items are recyclable in the area.

We met with the Ada County billing team to transfer customer service and billing information into our system, and our customer service department was in daily communication to orchestrate handling of all Ada County residents’ questions.

During the equipment transition process, we kept in daily contact with Ada County staff and emailed our nightly equipment delivery progress update. We continue to serve Ada County and are an active community member from our well-established local facilities.

Container Delivery/Transition

For the container delivery process, we hired and worked closely with our partner vendor **Can Do/Fleet Genius Services**, the nation’s leading provider of container management services, who perform over 1,000,000 ticket actions annually. They used GPS task management software to provide real-time photographic service verification for all residential and commercial ticket work orders, as well as digitally captured notes, and geocodes. They provided a full-time supervisor who was in constant contact regarding project progress and results.

Hardin Sanitation supervisory staff were in constant communication with Can Do as they delivered equipment from our yard throughout Ada County. Each day we received data detailing which locations have received equipment, along with immediate feedback on any issues. Our Call Center was active during this time, ready to speak with any commercial or residential location receiving equipment. All equipment was clearly labeled with our contact phone number.

Drop Boxes/Industrial Transition

We ordered all new drop boxes for this project and worked closely with industrial customers to communicate drop box replacement timelines and options that work for them. We worked with the current hauler in Ada County to facilitate a smooth transition.

- **Identification of Problems & Solutions:** There were cases where the customer had limited space to accommodate delivery of new equipment while the current hauler’s containers remained on site. This is a common occurrence in our business and in the past we have worked closely with the current hauler to communicate and orchestrate successful transitions in these cases.

For example, our team:

- Held meetings with the current hauler to detail a successful transition plan.
 - Delivered our equipment, the current hauler removed their equipment and serviced our equipment until the contract changed hands.
 - Had the current hauler leave their equipment on site until they were able to remove, if no space was available, we either orchestrated the delivery/removal of their equipment or serviced their equipment until the removal was possible.
2. Confirm if the transition and ongoing management team staff identified in the proposal will be available throughout the contract term or if any of the identified staff are proposed to be utilized for contract transition or ongoing management.
 - a. The transition and management team identified in the proposal will be utilized for contract transition and ongoing management. Aaron Donley and Jennifer Bernosky will provide ongoing support for marketing and outreach development.
 3. Please explain why WVCR is hiring two additional CSRs for the new Agreement.
 - a. To meet the new contract expectations, we have determined that adding two additional CSRs will enable us to meet call volume and hold time requirements.
 4. Provide material flow and traffic flow schematics for recyclable material and organic material processing.
 - a. We previously requested this information from GreenWaste Recovery, and they replied that they do not have a schematic drawing to submit, but instead addressed material flow in our Attachment 6 – GreenWaste Commitment Letter and Reports, pages 1-3, 6-8.
 - b. For material and traffic flow diagrams from Pacific Recycling Solutions (from Alternative Proposal #2), please see attached.
 5. Please provide any import restrictions, taxes, or fees that will be applicable to the receipt of the Authority's recyclable materials and clarify if such fees are included in the cost proposals.
 - a. Per the GreenWaste Commitment Letter and Reports in Attachment 6: *“Enforcement fees and landfill taxes are included in GreenWaste’s Processing Cost Proposal to the Authority.”*
 - b. Pacific Recycling Solutions reported no import restrictions, taxes, or fees applicable. We understand Santa Clara County has a \$4.85/ton solid waste export fee which would apply to single stream recycling with greater than 10% contamination. Given our current volumes we estimate this fee to amount to \$75k/year paid back to the County. These fees are already included in our cost proposal for Alternate proposal #1.
 6. WVCR’s proposal does not specify if supplies such as bags or containers will be provided to customers for bulky item collection service. Please clarify if such materials will be provided and, if so, specify the supplies to be included.

- a. We do not anticipate bags needed for bulky item collection. Should a customer have a cleanout which results in a larger volume of bulky items, separate from the bulky program, we offer on-demand services such as drop box service available at rates listed.
7. Please provide a detailed plan and specifics for how WVCR will conduct presentations at schools and other community organizations.
- a. WVC&R proactively visits each school with informational flyers which encourage teachers to contact us for classroom presentations and assemblies. Additionally, we contact community organizations such as local Chambers of Commerce, Rotary, Libraries, Churches, Neighborhood Groups, etc. to offer educational presentations to support community leaders.
 - b. Once scheduled, we work with the group to tailor each presentation and/or activity specific to their audience and matching the goals of the organization.



School presentations:

- We begin with engaging students with questions to get them excited about the presentation. Then we review WVC&R's organics and recycling programs (collection at the curb, and what happens to the material to close the loop, "do's and don'ts" and why recycling is important). We typically involve students with an age appropriate activity like our waste sorting demonstration. Lastly, we do a Q&A, provide recycling guides and a fun gift.
**please see WVC&R School Presentation Example attached to our email*



Recent newsletter highlighting school presentations



Community presentations:

- We begin by working with the organization or community group to determine the topics to cover in the presentation and provide material to support those goals. Our presentations to community groups tend to be more high level where we provide details on diversion statistics, “do’s and don’ts” of the recycling, organics and diversion programs, and additional services WVC&R offers. Finally, we do a Q&A, provide recycling guides and a fun gift.
- As a sample, please see Q2 2022 events here:

Q2 2022						
Organization	Date	Number Present	City/Town	Type of Presentation/Event	SFD/MFD/Commercial	
Campbell Elementary School	4/22/2022	60	Campbell	Earth Day Presentation- Kindergarten	SFD/MFD	
Spring Into Green	4/24/2022	1000	Los Gatos	Planting Poppies/Info Booth	SFD/MFD	
City of Saratoga	4/27/2022	75	Saratoga	Planting Poppies/Info Booth Arbor Day	SFD/MFD/Commercial	
West Valley College	4/30/2022	1000	Saratoga	Information Booth-Art Show	SFD/MFD/Commercial	
Redwood Middle School	5/6/2022	300	Saratoga	Prize Wheel Booth-School Carnival	SFD/MFD	
Wesley Manor	5/26/2022	60	Campbell	Recycling/Organics Presentation	MFD	
Campbell Public Library	6/3/2022	6	Campbell	Recycling/Organics Presentation	SFD/MFD/Commercial	
TOTAL:		2,501				

8. A schedule outlining the types of education and outreach information was not provided. Please provide such schedule and include the quantity of each activity.
- a. Per section 5.5.8 Public Education and Outreach Plan: Schedule and quantity of information that will be distributed (e.g., newsletter, brochures); Please see chart of quantities below:

Education and Outreach Materials	Year 1	Annual
Introductory flyer	32,000	NA
SFD guides	30,000	5,000
MFD guides	10,000	5,000
Commercial posters	6,000	3,000
Bill inserts/Newsletters	128,000	128,000
Kitchen pails (SFD)	10,000	10,000
Move-in kits (includes kitchen pails and in-home recycling bags)	15,000	5,000
Move-out kits	15,000	5,000

9. Please describe the equipment that would be used to provide the bulky compost and mulch program. Additionally, include the number needed, the age of such equipment, the associated costs, and the capacity of each type, as required by Section 5.6.1 of the RFP.
- a. The bulk compost material will be delivered by Agromin in a walking floor or belt transfer trailer, carrying 23 -25 tons per load, and will be delivered for reuse on agricultural land or to Member Agencies as requested. Age of the equipment is to be determined.
10. A full description of the compost give-away program was not provided. Please provide further details about WVCR’s compost give-away program including the distribution method, type of equipment utilized, number of each equipment type, costs associated with equipment, equipment capacity, equipment age, and the benefits and challenges associated with providing compost giveaways.
- a. We will provide 500 cubic feet (18.5 cubic yards) of compost inside a 20 cubic yard drop box delivered using a CNG roll-off vehicle, model year 2017 or newer, to a predesignated location for all compost give-away events. The location, date, and time of such events shall be mutually agreed upon by WVC&R and the Member Agency, and may be held in conjunction with other Member Agency approved events. One (1) WVC&R employee will be in attendance for at least six (6) hours per event to provide guidance and education. We will also provide shovels and one hundred (100) empty bags for customers to fill with Compost. To carry out the compost give away events we will utilize existing trucks and roll off boxes with no new equipment costs associated.

Benefits to hosting a compost give away include improving and maintaining high quality soil, reducing use of fertilizers, pesticides, and water. These events also provide an

opportunity for additional education, community engagement, demonstrates “closing the loop”, and rewarding residents for their participation in the organics recycling program.

Anticipated challenges may include too much or not enough compost for the demand.

11. A full description of the program to provide multi-family customers with move-in and move-out kits was not provided. Please provide the number of customers that would be targeted to participate in the program, the type of equipment to be utilized, number of each equipment type, costs associated with equipment, equipment capacity, and equipment age. Additionally, please describe any experience WVCR has with comparable programs in other jurisdictions.
 - a. Prior to the commencement of the contract, we will develop and order materials for Move-In/Move-Out kits targeted to all 534 MFD complexes and the approximate 10,000 units. All onsite Property Managers will receive a personal visit from our Outreach Coordinator along with delivery of kits for existing tenants, and inventory for future tenants to be made available at the Property Manager’s office. For MFD with no onsite management we will reach out to the contact on the account to coordinate delivery and distribution of both kits. For deliveries of large quantities of move-in kits we would use a model year 2024, CNG-fueled, flat bed vehicle. For smaller quantities of kits, our outreach coordinator will deliver these using their personal vehicle or a Company pick-up truck.

We anticipate the contents of Move-In kits to include items such as: Recycling guides, stickers, etc. which clearly define the accepted and prohibited materials in the Recycling program, as well as in home recycling bags and an Organics Kitchen Pail. We anticipate the contents of Move-Out kits to include items such as: a move-out reuse guide to promote donating and reusing slightly used items like furniture and clothing, as well as other helpful information for Multi-Family residents that are moving out of the complex.

In the past we have conducted a similar roll out of recycling kits in the San Jose area for use in MFD units. This included the purchase and distribution of 50,000 five (5) gallon in-home recycle bins. More recently, we ordered 40,000 kitchen pails and delivered those to both SFD and MFD homes in West Valley.

In our San Jose recycling kit implementation, we witnessed first-hand a significant increase in volumes and quality of recyclables at MFD locations. Providing convenient in-unit collection bags with proper instructions reduces contamination and increases participation. In addition, Move-Out kits assist in reducing unsightly enclosure areas, another leading factor in contamination issues. Diverting material for reuse also reduces landfill volume.

Examples of in-home recycling bags:



12. Please provide a detailed description of regularly serviced and weekend public litter container collection service including collection methodology, type of equipment utilized, number of each equipment type, costs associated with equipment, equipment capacity, equipment age, potential challenges, and strategies for managing such challenges. Specify additional resources needed for weekend collection.

- a. Weekday public litter container collection service is currently provided using one (1) WVC&R employee and one (1) 25 yard rear-load collection truck (model year 2017-2024). As we will be utilizing existing vehicles to provide this service, there is no additional equipment cost.

Further exacerbated by Covid-19 and a larger than normal use of take-out containers, our biggest challenge related to public litter collection is when a large item is placed in the can opening, preventing additional material from entering the (sometimes almost empty) container. This causes the litter can to appear to be overflowing, when in many cases there is still room for more trash inside.

To address this issue, we will continue working with applicable commercial accounts to provide education to their customers about proper “on street” disposal of containers. In addition, we have identified high-use litter can locations in Member Agency territories, which would greatly benefit from a larger capacity container like the **Smart Solar Big Belly Compactor** can proposed in our new partnership.



13. The Draft Franchise Agreement requires at least two fluorescent bags be provided to each single-family customer per calendar year. How would WVCR provide these bags?

- a. We plan to include two (2) fluorescent household battery bags to each residential customer with the initial mailing to all single-family households. Going forward, similar to the used oil kits, as customers put those bags out for collection we will replace the bag when we collect the used batteries.

14. Please describe where WVCR will deliver reusable materials.

- a. We are very excited about the opportunity to support reuse options for the residents and local non-profit/reuse centers in the West Valley community. We have contacted multiple Goodwill locations, Habitat For Humanity, and Sacred Heart Community Service to discuss a partnership to accomplish diversion of reusable bulky items. While Good will and Sacred Heart do not accept large items such as furniture, Habitat For Humanity does accept these large items and may be able to collect materials on site. We will continue to work with Habitat for Humanity to explore best options going forward.

We also reached out to Guadalupe Landfill to discuss options for placing a reuse trailer to store/collect large items, at this time they could not make a commitment, but are open to future discussions.

15. Please provide an example of a contamination charge notice.

- a. Below we have provided an example of our existing Non-Collection Notice we leave on containers with excessive contamination.



We don't currently assess fines for contamination so we look forward to working with the Authority to develop outreach language and penalty amounts, for example: "For a first violation, the amount of the penalty shall be \$___ per violation." Using our existing Non-Collection Notice above, we could easily add additional information relevant to SB 1383 penalties.

We also look forward to utilizing CalRecycle resources related to contamination and charge notices as they are developed.

Prior to implementing the container contamination minimization penalty program outlined in SB 1383, we feel it's important to proactively notify and educate customers about these fines. This outreach information could be included in our newsletters, website, mobile app and social media. We will also work with Member Agencies to support any community outreach they wish to provide.

From SB 1383:

18984.5 Container Contamination Minimization

(B) The notice may be left on the generator's container, gate, or door at the time the violation occurs, and/or be mailed, e-mailed, or electronically messaged to the generator.

(2) If a jurisdiction observes prohibited container contaminants in a generator's collection container(s), it may dispose of the container's contents.

(3) Notwithstanding Section 18995.1(a)(5), this chapter does not require a jurisdiction to impose administrative civil penalties on generators in violation of the prohibited container contaminants requirement in Subdivision (a), above.

18995.1 (a) (5)

(5) Beginning January 1, 2024, a jurisdiction shall enforce this chapter pursuant to 23 Sections 18995.4 and 18997.2 in response to violations.

Section 18995.4. Enforcement by a Jurisdiction

(a) With the exception of violations of the prohibited container contaminants provisions in Section 18984.5(a), which a jurisdiction shall enforce through the notice provisions of Section 18984.5(b), for violations of this chapter occurring on or after January 1, 2024, the jurisdiction shall take enforcement action as set forth in this section.

(1) The jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of the issuance of that notice.

(2) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the jurisdiction shall commence an action to impose penalties pursuant to Article 16 of this chapter.

(b) The jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued pursuant to Subdivision (a) if it finds that extenuating circumstances beyond the control of the respondent make compliance within the deadlines impracticable. For purposes of this section, extenuating circumstances are:

(1) Acts of God such as, earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals;

(3) Deficiencies in organic waste recycling capacity infrastructure or edible food recovery capacity, and the relevant jurisdiction is under a Corrective Action Plan pursuant to Section 18996.2 due to those deficiencies.

(c) A Notice of Violation shall include the following information:

(1) The name(s), or account name(s) if different, of each person or entity to whom it is directed.

(2) A factual description of the violations of this chapter, including the regulatory section(s) being violated.

(3) A compliance date by which the operator is to take specified action(s).

(4) The penalty for not complying within the specified compliance date.

Section 18997.2. Penalty Amounts.

(a) A jurisdiction shall impose penalties for violations of the requirements of this chapter consistent with the applicable requirements prescribed in Government Code Sections 53069.4, 25132 and 36900. The penalty levels shall be as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50-\$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100-\$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 - \$500 per violation.
- (b) Nothing in this section shall be construed as preventing a jurisdiction from revoking, suspending, or denying a permit, registration, license, or other authorization consistent with local requirements outside the scope of this chapter in addition to the imposition of penalties authorized under this section.

16. Please clarify if WVCR is proposing the use of single-body or split-body collection vehicles and confirm the Base Cost Forms accurately portray the proposed collection methodology.

- a. All 3 proposals use all single body collection vehicles.

17. Please provide the correct bio for Paige Brown.

- a. Paige started her career with Waste Connections as the summer receptionist in Customer Service in San Jose, CA. After several years working on her English Creative Writing degree from Southeast Missouri State University, Paige returned to San Jose as the Outreach Coordinator for West Valley Collection & Recycling. Since her return to Waste Connections, she has been working to create an inviting outreach environment for local communities and residents, including working informational booths at community events, scheduling container donations for local non-profit organizations, and building commercial and residential newsletters for the West Valley cities that are tailored to the current needs and questions of the community.

Since 2021, Paige's primary focus has been to keep West Valley Collection & Recycling customers updated and informed about Organics Recycling Service, mandated in California by SB 1383. She has contacted hundreds of residents, local businesses, and multi-family complexes regarding the service and providing Kitchen Organics Pails. Paige has provided dozens of on-site assessments for organics recycling and has specifically tailored presentations for local groups to cover any questions they may have about organics or any of the services provided by West Valley Collection & Recycling.

COST PROPOSAL CLARIFICATION QUESTIONS:

- 1. WVCR proposed two additional alternative Base Cost Forms. Are Big Belly costs included in the Alternative Cost Forms also included in the Alternative Base Cost Forms 1 and 2?
 - a. Yes, the Big Belly costs are included in the Alternate Base Cost Forms 1 and 2.

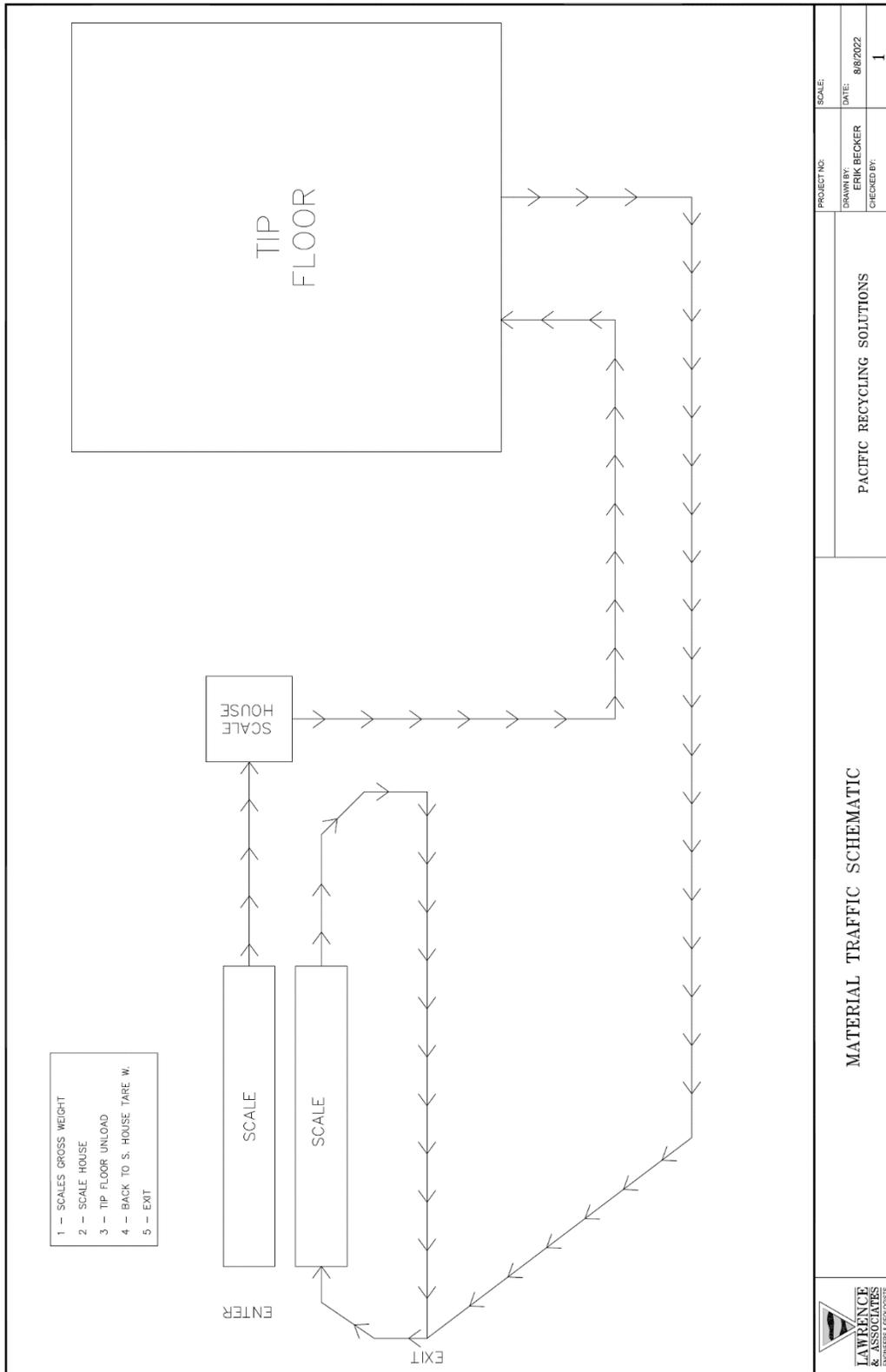
2. WVCR did not include additional profit in the Alternative Cost Forms. Please clarify if this was intentional.
 - a. Yes, this additional profit line was omitted in error. Our proposed profit is intended to match the gross operating ratio from the ultimate base/alternative proposal selected by the Authority. We also intended to include a Franchise Fee percentage that would match the overall Franchise Fee percentage in the ultimate base/alternative proposal selected by the Authority.
3. Please describe why the Base Cost Forms include more labor FTEs than the Alternative Base Cost Forms 1 and 2.
 - a. In our review we found the mandated later start & finish times required by the Base Proposal ultimately reduced efficiency (due to traffic/accessibility issues/alignment with landfill operating times), and therefore required more labor FTE's to accomplish.
4. Please clarify why Alternative Base Cost Forms 1 include other depreciation costs not included in the other two Base Cost Forms.
 - a. Alternate Proposal 1 includes utilizing a commingle processing facility that will require transloading of material for delivery to Mendocino County. The depreciation costs included in Alternate Proposal 1 account for the additional equipment needed for this process.
5. Why do the Base Cost Forms proposals not include any bulky material processing tons or costs? Please clarify if there are no additional cost for processing these materials. Are the costs included in the other material processing costs?
 - a. As we do not track bulky item disposal separately, it is included in our proposed "disposal costs."
6. Please explain why there is no anticipated saving from an exclusive C&D collection.
 - a. As this line of business is exclusive now, we anticipate similar costs from our current operations. We believe there is significant value in aligning/meeting the Authority Member Agencies goals through the continued exclusive nature of these operations. As such, if there are additional costs to the Authority for extended management of this piece, or additional outreach concepts to contractors the Authority would recommend, we would be open to discussion.
7. WVCR's proposal mentions building a \$2,500,000 fueling station in 2013 for RNG and CNG. Please describe how WVCR would use the \$1,150,000 included in the Base Cost Forms.
 - a. With the modified start/finish times required by the Base Proposal (from current operating times), we would need to expand our fleet size, which would require a 3rd compressor (and CNG infrastructure) be installed at our facility.

8. Please clarify why WVCR included all used carts and kitchen pails in the Base Cost Forms and did not include any new carts for container replacements throughout the term of the Agreement.
 - a. Thank you for clarifying Form 4 was for Initial Contract Year and Subsequent Years' Capital Expenditures. The Base, Alternative 1, and Alternative 2 proposals have been updated to include subsequent years' container replacements.

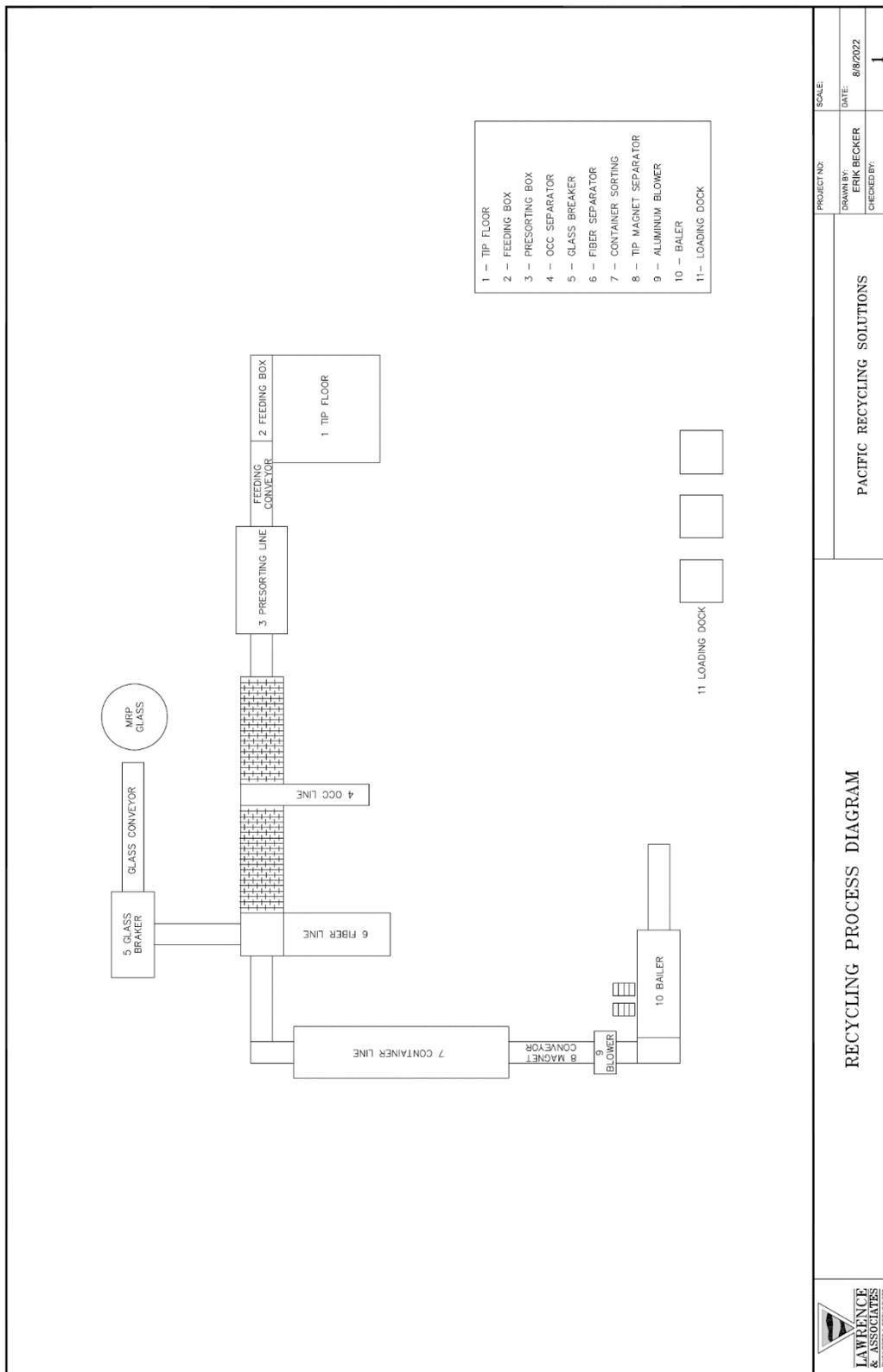
9. On Form 6F of WVCR's Base Cost Forms, cells G46 and H46 do not sum the total other costs listed above (immaterial effect). Please revise the Base Cost Forms to include the appropriate sums.
 - a. Thank you for pointing this out, please see the attached updated form with the formula added to the cell in question.

10. In WVCR's Base Cost Forms and Base Cost Forms Alternatives 1 and 2, the total depreciation on Tab 4 Capital divided by the term of the agreement does not match the total for direct depreciation and allocated depreciation for capital expenses. These totals should be the same to accurately distribute proposed capital expenses across the term of the agreement. Please revise the Base Cost Forms to ensure total capital costs are accurately reflected throughout the term of the agreement.
 - a. Base, Alternative 1, and Alternative 2 Cost Forms have been updated to evenly distribute depreciation costs for Capital Expenditure identified on Form 4 across the term of the agreement. See revised proposals attached.

Material Traffic Flow for Pacific Recycling Solutions (Alternative Proposal #2 Processing Facility)



Recycling Process Diagram for Pacific Recycling Solutions (Alternative Proposal #2 Processing Facility)



PROJECT NO:	SCALE:
	DATE: 8/8/2022
DRAWN BY: ERIN BECKER	PACIFIC RECYCLING SOLUTIONS
CHECKED BY:	
RECYCLING PROCESS DIAGRAM	
LAWRENCE & ASSOCIATES ENGINEERS & ARCHITECTS	

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of doubled-sided printing.*

**EXHIBIT G1:
COST BASIS FOR PROPOSAL**

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

A. Primary Contact Information	
1. Name	Paul Nelson
2. Title	Project Manager/Government Affairs
3. Phone	408-605-2713
4. Fax	
5. E-mail	Paul.Nelson@WasteConnections.com
B. Support Facilities	
1. Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	1333 Oakland Road, San Jose, CA
2. Address of administrative office	1333 Oakland Road, San Jose, CA
3. Address of billing office	1333 Oakland Road, San Jose, CA
4. Address of customer service office	1333 Oakland Road, San Jose, CA
C. Vehicle Manufacturer and Specifications (Body Capacity, GVWR, Load Capacity)	
1. Residential collection vehicles	Fleet detail available upon request--Single body system
2. Commercial collection vehicles	Various
3. Drop box vehicles	Various
D. Container Manufacturer, Sizes Offered, and Specifications	
1. Carts	Various
2. Bins	Stockton Tri or Classic Graphics for Steel; Toter for Plastic
3. Drop boxes	Stockton Tri or Classic Graphics for Steel
E. Recyclable Materials Processing and Handling	
1. Name of processing site	GreenWaste Recovery, Inc.
2. Owner's name	GreenWaste Recovery, Inc.
3. Operator's name	Green Waste
4. Address of processing site	625 Charles Street, San Jose, CA
5. Hauling method (e.g., direct haul, transfer haul, Pod haul)	Direct Haul
6. Name and address of transfer location (if applicable)	N/A
F. Reusable Materials Handling	
1. Name of processing site	
2. Owner's name	
3. Operator's name	
4. Address of processing site	
5. Hauling method (e.g., direct haul, transfer haul, Pod haul)	
6. Name and address of transfer location (if applicable)	
G. Organics Processing and Handling	
1. Name of processing site	Waste Management Guadalupe Landfill
2. Owner's name	WM
3. Operator's name	WM
4. Address of processing site	15999 Guadalupe Mines Road
5. Hauling method (e.g., direct haul, transfer haul, Pod haul)	San Jose, CA 95120
6. Name and address of transfer location (if applicable)	NA
H. Other Processing and Handling (Optional)*	
1. Name of processing site	GreenWaste Recovery, Inc. (for Commercial Organics)
2. Owner's name	GreenWaste Recovery, Inc.
3. Operator's name	Green Waste
4. Address of processing site	625 Charles Street, San Jose, CA
5. Hauling method (e.g., direct haul, transfer haul, Pod haul)	Direct Haul
6. Name and address of transfer location (if applicable)	N/A

* Insert Rows as Needed to Reflect Additional Facility and/or Subcontractor Information.

Operating Statistics

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority

Note to proposer: Input data in yellow shaded areas only.

REPORT FOR 12-MONTH PERIOD From July 1, 2024 to June 30, 2025		Residential Cart Service (Form 6A)			Multi-Family/Commercial Cart Service (Form 6B)			Multi-Family/Commercial Bin Service (Form 6C)			Roll-Off (Form 6D)		Other (Form 6E)		TOTAL
		Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	C&D	Other Materials	Bulky Items/ Reusable Materials	Large Event & Venue Services	
Account Information															
1	# of weekly accounts (customers)	29,203	29,203	29,203	832	2,360	706	2,002	1,270	218	0	1,146	0	0	
Labor Information															
2	# of regular route personnel	11.6	7.7	3.1	1.0	1.7	0.5	6.4	2.8	0.9	0.0	3.6	2.3	0.0	41.5
3	Labor hours/day/person	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
4	Total labor hours/year	28,047	18,544	7,420	2,422	4,191	1,182	15,503	6,781	2,146	0	8,694	5,444	0	100,374
Route Information															
# of routes per															
5	Weekday	11.60	7.67	3.07	0.60	1.73	0.49	6.01	2.80	0.89	0.00	3.60	2.25	0.00	40.7
6	Saturday				1.00	0.00	0.00	1.75	0.50	0.25	0.00	0.00	0.00	0.00	3.5
7	Sunday				1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	2.0
# of persons per route per															
8	Weekday	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
9	Saturday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
10	Sunday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
# of route hours/day/route per															
11	Weekday	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	
12	Saturday				9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	
13	Sunday				9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	9.30	
# of route hours per year per:															
14	Weekday	28,047	18,544	7,420	1,455	4,191	1,182	14,173	6,539	2,025	0	8,694	5,444	0	97,714
15	Saturday				484	0	0	846	242	121	0	0	0	0	1,693
16	Sunday				484	0	0	484	0	0	0	0	0	0	967
17	Total Route Hours per Year (all routes)	28,047	18,544	7,420	2,422	4,191	1,182	15,503	6,781	2,146	0	8,694	5,444	0	100,374
18	# of FTE routes	13.48	8.92	3.57	1.16	2.01	0.57	7.45	3.26	1.03	0.00	4.18	2.62	0.00	48.26
19	Total # of cart setouts per day for all routes	5,841	3,862	1,545											
20	# of cart setouts/day/FTE route	433	433	433											
21	# of cart setouts per week for all routes	29,203	19,308	7,726											
22	# of household drive-bys per week for all routes	29,203	29,203	29,203											
23	Set out rate (%)	100%	66%	26%											
24	# of lifts or pulls per week for all routes				832	2,360	719	3,124	2,130	340	0	100	25	0	
25	# of lifts or pulls per year for all routes				43,264	122,720	37,388	162,448	110,760	17,680	0	5,188	1,305	0	
26	# of lifts or pulls per route hour				17.9	29.28	31.64	10.48	16.33	8.24	0.00	0.60	0.24	0.00	
Vehicle Information															
27	# of regular collection vehicles (from Form 4)	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
28	# of spare collection vehicles (from Form 4)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
29	Total # of collection vehicles	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
Tonnage Information (annual)															
30	Solid Waste Collected	22,226			1,000			21,058				6,791			51,074.6
31	Recyclable Materials Collected		13,082			500		6,147				2,320			22,049.0
32	Organic Materials Collected (WM)			25,595								590			26,185.0
33	Organic Materials Collected					70				2,510		0			2,580.0
34	C&D Collected										0	0			0.0
35	HHW Collected	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
36	Bulky Items/Reusable Materials Collected											0			0.0
37	Other Materials Collected (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
38	Total Collected	22,226	13,082	25,595	1,000	500	70	21,058	6,147	2,510	0	9,701	0	0	101,889
39	Processing residue disposed	0	2,616	3,839	0	100	11	0	1,229	377	0	0	0	0	8,172.1
40	Net Diverted (Line 31 + 32 + 33 + 34 + 35 + 36 + 37 - 39)	0	10,466	21,756	0	400	60	0	4,918	2,134	0	2,910	0	0	42,642
															41.9%

Operating Statistics

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Notes for Form 2:**Line 1** - Should equal the number of customer serviced on a weekly basis**Line 2** - Linked from data inputted by proposer on other Op_Statistics tabs. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 3** - Linked from data inputted by proposer on other Op_Statistics tabs. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A-6E**Line 4** - Should equal Line 2 * Line 3 * 260 days. Total should tie to total payroll hours.**Lines 5, 6, and 7** - Linked from data inputted by proposer on other Op_Statistics tabs. Information is to be reported for collection routes only and does not include any support (e.g., container delivery routes, cleanup routes, missed pickup routes etc.)**Line 8, 9, and 10** - Linked from data inputted by proposer on other Op_Statistics tabs. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Lines 11, 12, and 13** - Pulled from data inputted by proposer on other Op_Statistics tabs. Data should identify number of hours per day each route will take to complete (including collection time and hauling time to transfer station, landfill, or processing site).**Lines 14, 15, and 16** - Pulled from data inputted by proposer on other Op_Statistics tabs.**Line 17** - Should equal Line 14 + Line 15 + Line 16**Line 18** - Should equal Line 17 / 2,080 hours**Line 19** - Linked from data inputted by proposer on other Op_Statistics tabs. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A**Line 20** - Should equal Line 19 / Line 18**Line 21** - Should equal Line 19 * 5 days**Line 22** - Linked from data inputted by proposer on other Op_Statistics tabs. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A.**Line 23** - Should equal Line 21 / Line 22**Line 24** - Linked from data inputted by proposer on other Op_Statistics tabs. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 25** - Should equal Line 24 * 52 weeks. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 26** - Should equal Line 25/ Line 17**Line 27** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 28** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 29** - Should equal Line 27 + Line 28**Lines 30 - 37** - Linked from data inputted by proposer on other Op_Statistics tabs. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 38** - Should equal the sum of Line 30 + Line 31 + Line 32 + Line 33 + Line 34 + Line 35 + Line 36 + Line 37**Line 39** - Linked from data inputted by proposer on other Op_Statistics tabs. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 40** - Should equal Line 31 + Line 32 + Line 33 + Line 34 + Line 35 + Line 36 + Line 37 - Line 39

Pulls = pull and return etc.

Full Time Equivalent (FTE) = 40 hours per week, 2,080 hours per year

Operating Statistics
 Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority
 City of Campbell

Note to proposer: Input data in yellow shaded areas only.

REPORT FOR 12-MONTH PERIOD From July 1, 2024 to June 30, 2025		Residential Cart Service (Form 6A)			Multi-Family/Commercial Cart Service (Form 6B)			Multi-Family/Commercial Bin Service (Form 6C)			Roll-Off (Form 6D)		Other (Form 6E)		TOTAL
		Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	C&D	Other Materials	Bulky Items/ Reusable Materials	Large Event & Venue Services	
Account Information															
1	# of weekly accounts (customers)	9,238	9,238	9,238	392	1,246	329	1,230	732	105	0	470	0	0	
Labor Information															
2	# of regular route personnel	3.7	2.4	1.0	0.4	0.5	0.2	2.1	0.9	0.3	0.0	1.5	0.7	0.0	13.6
3	Labor hours/day/person	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
4	Total labor hours/year	8,872	5,866	2,347	944	1,326	374	4,985	2,145	679	0	3,566	1,722	0	32,826
Route Information															
# of routes per															
5	Weekday	3.67	2.43	0.97	0.19	0.55	0.15	1.90	0.89	0.28	0.00	1.47	0.71	0.00	13.2
6	Saturday				0.50			0.78	0.25	0.13					1.7
7	Sunday				0.50			0.40							0.9
# of persons per route per															
8	Weekday	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
9	Saturday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
10	Sunday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
# of route hours/day/route per															
11	Weekday	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
12	Saturday				9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
13	Sunday				9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
# of route hours per year per:															
14	Weekday	8,872	5,866	2,347	460	1,326	374	4,417	2,024	618	0	3,566	1,722	0	31,593
15	Saturday				242	0	0	375	121	60	0	0	0	0	798
16	Sunday				242	0	0	193	0	0	0	0	0	0	435
17	Total Route Hours per Year (all routes)	8,872	5,866	2,347	944	1,326	374	4,985	2,145	679	0	3,566	1,722	0	32,826
18	# of FTE routes	4.27	2.82	1.13	0.45	0.64	0.18	2.40	1.03	0.33	0.00	1.71	0.83	0.00	15.78
19	Total # of cart setouts per day for all routes	1,848	1,222	489											
20	# of cart setouts/day/FTE route	433	433	433											
21	# of cart setouts per week for all routes	9,238	6,108	2,444											
22	# of household drive-bys per week for all routes	9,238	9,238	9,238											
23	Set out rate (%)	100%	66%	26%											
24	# of lifts or pulls per week for all routes				392	1,246	334	1,813	1,177	170	0	41	10	0	
25	# of lifts or pulls per year for all routes				20,384	64,792	17,368	94,276	61,204	8,840	0	2,128	513	0	
26	# of lifts or pulls per route hour				21.6	48.87	46.46	18.91	28.53	13.02	0.00	0.60	0.30	0.00	
Vehicle Information															
27	# of regular collection vehicles (from Form 4)	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
28	# of spare collection vehicles (from Form 4)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
29	Total # of collection vehicles	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
Tonnage Information (annual)															
30	Solid Waste Collected	6,876			471			12,221				2,785			22,353.4
31	Recyclable Materials Collected		4,138			264		3,397				952			8,750.6
32	Organic Materials Collected (WM)			8,041								242			8,283.3
33	Organic Materials Collected						33			1,298		0			1,330.2
34	C&D Collected										0				0.0
35	HHW Collected (tonnage information not available)														0.0
36	Bulky Items/Reusable Materials Collected														0.0
37	Other Materials Collected (Specify)														0.0
38	Total Collected	6,876	4,138	8,041	471	264	33	12,221	3,397	1,298	0	3,979	0	0	40,718
39	Processing residue disposed		828	1,206		53	5		679	195					2,965.5
40	Net Diverted (Line 31 + 32 + 33 + 34 + 35 + 36 + 37 - 39)	0	3,311	6,835	0	211	28	0	2,717	1,103	0	1,194	0	0	15,399
															37.8%

Operating Statistics

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority
City of CampbellNotes for Form 2:**Line 1** - Should equal the number of customer serviced on a weekly basis**Line 2** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 3** - Identify number of hours per day each regular route employee will work each day (including breaks, pre- and post-route checks, etc., excludes casual/pool personnel).**Line 4** - Should equal Line 2 * Line 3 * 260 days. Total should tie to total payroll hours.**Lines 5, 6, and 7** - Information is to be reported for collection routes only and does not include any support (e.g., container delivery routes, cleanup routes, missed pickup routes etc.)**Line 8, 9, and 10** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Lines 11, 12, and 13** - Identify number of hours per day each route will take to complete (including collection time and hauling time to transfer station, landfill, or processing site).**Line 14** - Data to be inputted by proposer. Should equal Line 5 * Line 11 * 260 days**Line 15** - Data to be inputted by proposer. Should equal Line 6 * Line 12 * 52 weeks**Line 16** - Data to be inputted by proposer. Should equal Line 7 * Line 13 * 52 weeks**Line 17** - Should equal Line 14 + Line 15 + Line 16**Line 18** - Should equal Line 17 / 2,080 hours**Line 19** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A**Line 20** - Should equal Line 19 / Line 18**Line 21** - Should equal Line 19 * 5 days**Line 22** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A.**Line 23** - Should equal Line 21 / Line 22**Line 24** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 25** - Should equal Line 24 * 52 weeks. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 26** - Should equal Line 25/ Line 17**Line 27** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 28** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 29** - Should equal Line 27 + Line 28**Lines 30 - 37** - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 38** - Should equal the sum of Line 30 + Line 31 + Line 32 + Line 33 + Line 34 + Line 35 + Line 36 + Line 37**Line 39** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 40** - Should equal Line 31 + Line 32 + Line 33 + Line 34 + Line 35 + Line 36 + Line 37 - Line 39

Pulls = pull and return etc.

Full Time Equivalent (FTE) = 40 hours per week, 2,080 hours per year

Operating Statistics
 Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority
 Town of Los Gatos

Note to proposer: Input data in yellow shaded areas only.

REPORT FOR 12-MONTH PERIOD From July 1, 2024 to June 30, 2025		Residential Cart Service (Form 6A)			Multi-Family/Commercial Cart Service (Form 6B)			Multi-Family/Commercial Bin Service (Form 6C)			Roll-Off (Form 6D)		Other (Form 6E)		TOTAL
		Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	C&D	Other Materials	Bulky Items/ Reusable Materials	Large Event & Venue Services	
Account Information															
1	# of weekly accounts (customers)	8,917	8,917	8,917	356	802	240	588	412	72		382			
Labor Information															
2	# of regular route personnel	3.5	2.3	0.9	0.4	0.5	0.1	2.0	0.9	0.3	0.0	1.2	0.7	0.0	12.9
3	Labor hours/day/person	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
4	Total labor hours/year	8,564	5,662	2,266	928	1,280	361	4,825	2,071	655	0	2,896	1,662	0	31,170
Route Information															
# of routes per															
5	Weekday	3.54	2.34	0.94	0.18	0.53	0.15	1.84	0.86	0.27	0.00	1.20	0.69	0.00	12.5
6	Saturday				0.50			0.78	0.25	0.13					1.7
7	Sunday				0.50			0.40							0.9
# of persons per route per															
8	Weekday	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
9	Saturday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
10	Sunday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
# of route hours/day/route per															
11	Weekday	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
12	Saturday				9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
13	Sunday				9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
# of route hours per year per:															
14	Weekday	8,564	5,662	2,266	444	1,280	361	4,257	1,950	595	0	2,896	1,662	0	29,937
15	Saturday				242	0	0	375	121	60	0	0	0	0	798
16	Sunday				242	0	0	193	0	0	0	0	0	0	435
17	Total Route Hours per Year (all routes)	8,564	5,662	2,266	928	1,280	361	4,825	2,071	655	0	2,896	1,662	0	31,170
18	# of FTE routes	4.12	2.72	1.09	0.45	0.62	0.17	2.32	1.00	0.32	0.00	1.39	0.80	0.00	14.99
19	Total # of cart setouts per day for all routes	1,783	1,179	472											
20	# of cart setouts/day/FTE route	433	433	433											
21	# of cart setouts per week for all routes	8,917	5,895	2,359											
22	# of household drive-bys per week for all routes	8,917	8,917	8,917											
23	Set out rate (%)	100%	66%	26%											
24	# of lifts or pulls per week for all routes				356	802	248	988	743	114	0	33	8	0	
25	# of lifts or pulls per year for all routes				18,512	41,704	12,896	51,376	38,636	5,928	0	1,728	421	0	
26	# of lifts or pulls per route hour				19.9	32.59	35.74	10.65	18.66	9.05	0.00	0.60	0.25	0.00	
Vehicle Information															
27	# of regular collection vehicles (from Form 4)	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
28	# of spare collection vehicles (from Form 4)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
29	Total # of collection vehicles	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
Tonnage Information (annual)															
30	Solid Waste Collected	6,664			428			6,660				2,262			16,013.9
31	Recyclable Materials Collected		3,995			170			2,144			773			7,081.5
32	Organic Materials Collected (WM)			7,799								197			7,995.5
33	Organic Materials Collected						24			831		0			855.5
34	C&D Collected														0.0
35	HHW Collected														0.0
36	Bulky Items/Reusable Materials Collected														0.0
37	Other Materials Collected (Specify)														0.0
38	Total Collected	6,664	3,995	7,799	428	170	24	6,660	2,144	831	0	3,232	0	0	31,946
39	Processing residue disposed		799	1,170		34	4		429	125					2,559.9
40	Net Diverted (Line 31 + 32 + 33 + 34 + 35 + 36 + 37 - 39)	0	3,196	6,629	0	136	21	0	1,715	707	0	969	0	0	13,373
															41.9%

Operating Statistics

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority
Town of Los GatosNotes for Form 2:**Line 1** - Should equal the number of customer serviced on a weekly basis**Line 2** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 3** - Identify number of hours per day each regular route employee will work each day (including breaks, pre- and post-route checks, etc., excludes casual/pool personnel).**Line 4** - Should equal $\text{Line 2} * \text{Line 3} * 260$ days. Total should tie to total payroll hours.**Lines 5, 6, and 7** - Information is to be reported for collection routes only and does not include any support (e.g., container delivery routes, cleanup routes, missed pickup routes etc.)**Line 8, 9, and 10** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Lines 11, 12, and 13** - Identify number of hours per day each route will take to complete (including collection time and hauling time to transfer station, landfill, or processing site).**Line 14** - Data to be inputted by proposer. Should equal $\text{Line 5} * \text{Line 11} * 260$ days**Line 15** - Data to be inputted by proposer. Should equal $\text{Line 6} * \text{Line 12} * 52$ weeks**Line 16** - Data to be inputted by proposer. Should equal $\text{Line 7} * \text{Line 13} * 52$ weeks**Line 17** - Should equal $\text{Line 14} + \text{Line 15} + \text{Line 16}$ **Line 18** - Should equal $\text{Line 17} / 2,080$ hours**Line 19** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A**Line 20** - Should equal $\text{Line 19} / \text{Line 18}$ **Line 21** - Should equal $\text{Line 19} * 5$ days**Line 22** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A.**Line 23** - Should equal $\text{Line 21} / \text{Line 22}$ **Line 24** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 25** - Should equal $\text{Line 24} * 52$ weeks. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 26** - Should equal $\text{Line 25} / \text{Line 17}$ **Line 27** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 28** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 29** - Should equal $\text{Line 27} + \text{Line 28}$ **Lines 30 - 37** - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 38** - Should equal the sum of $\text{Line 30} + \text{Line 31} + \text{Line 32} + \text{Line 33} + \text{Line 34} + \text{Line 35} + \text{Line 36} + \text{Line 37}$ **Line 39** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 40** - Should equal $\text{Line 31} + \text{Line 32} + \text{Line 33} + \text{Line 34} + \text{Line 35} + \text{Line 36} + \text{Line 37} - \text{Line 39}$

Pulls = pull and return etc.

Full Time Equivalent (FTE) = 40 hours per week, 2,080 hours per year

Operating Statistics
 Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority
 City of Monte Sereno

Note to proposer: Input data in yellow shaded areas only.

REPORT FOR 12-MONTH PERIOD From July 1, 2024 to June 30, 2025		Residential Cart Service (Form 6A)			Multi-Family/Commercial Cart Service (Form 6B)			Multi-Family/Commercial Bin Service (Form 6C)			Roll-Off (Form 6D)		Other (Form 6E)		TOTAL
		Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	C&D	Other Materials	Bulky Items/ Reusable Materials	Large Event & Venue Services	
Account Information															
1	# of weekly accounts (customers)	1,114	1,114	1,114	7	4	2	3	2	2		28			
Labor Information															
2	# of regular route personnel	0.4	0.3	0.1	0.0	0.1	0.0	0.3	0.1	0.0	0.0	0.1	0.1	0.0	1.5
3	Labor hours/day/person	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
4	Total labor hours/year	1,070	707	283	56	160	45	651	259	82	0	216	208	0	3,736
Route Information															
# of routes per															
5	Weekday	0.44	0.29	0.12	0.02	0.07	0.02	0.23	0.11	0.03	0.00	0.09	0.09	0.00	1.5
6	Saturday				0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.1
7	Sunday				0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.1
# of persons per route per															
8	Weekday	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
9	Saturday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
10	Sunday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
# of route hours/day/route per															
11	Weekday	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
12	Saturday				9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
13	Sunday				9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
# of route hours per year per:															
14	Weekday	1,070	707	283	56	160	45	554	259	82	0	216	208	0	3,639
15	Saturday				0.0	0.0	0.0	48.4	0.0	0.0	0.0	0.0	0.0	0.0	48
16	Sunday				0.0	0.0	0.0	48.4	0.0	0.0	0.0	0.0	0.0	0.0	48
17	Total Route Hours per Year (all routes)	1,070	707	283	56	160	45	651	259	82	0	216	208	0	3,736
18	# of FTE routes	0.51	0.34	0.14	0.03	0.08	0.02	0.31	0.12	0.04	0.00	0.10	0.10	0.00	1.80
19	Total # of cart setouts per day for all routes	223	147	59											
20	# of cart setouts/day/FTE route	433	433	433											
21	# of cart setouts per week for all routes	1,114	737	295											
22	# of household drive-bys per week for all routes	1,114	1,114	1,114											
23	Set out rate (%)	100%	66%	26%											
24	# of lifts or pulls per week for all routes				7	4	2	5	2	2	0	2	1	0	
25	# of lifts or pulls per year for all routes				364	208	104	260	104	104	0	129	41	0	
26	# of lifts or pulls per route hour				6.6	1.30	2.31	0.40	0.40	1.27	0.00	0.60	0.20	0.00	
Vehicle Information															
27	# of regular collection vehicles (from Form 4)	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
28	# of spare collection vehicles (from Form 4)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
29	Total # of collection vehicles	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
Tonnage Information (annual)															
30	Solid Waste Collected	878			8			34				169			1,088.4
31	Recyclable Materials Collected		499			1		6				58			563.3
32	Organic Materials Collected (WM)			984								15			998.9
33	Organic Materials Collected						0			13		0			13.0
34	C&D Collected														0.0
35	HHW Collected														0.0
36	Bulky Items/Reusable Materials Collected														0.0
37	Other Materials Collected (Specify)														0.0
38	Total Collected	878	499	984	8	1	0	34	6	13	0	241	0	0	2,664
39	Processing residue disposed		100	148		0	0		1	2					250.7
40	Net Diverted (Line 31 + 32 + 33 + 34 + 35 + 36 + 37 - 39)	0	399	837	0	1	0	0	5	11	0	72	0	0	1,324
															49.7%

Operating Statistics

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority
City of Monte SerenoNotes for Form 2:**Line 1** - Should equal the number of customer serviced on a weekly basis**Line 2** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 3** - Identify number of hours per day each regular route employee will work each day (including breaks, pre- and post-route checks, etc., excludes casual/pool personnel).**Line 4** - Should equal $\text{Line 2} * \text{Line 3} * 260$ days. Total should tie to total payroll hours.**Lines 5, 6, and 7** - Information is to be reported for collection routes only and does not include any support (e.g., container delivery routes, cleanup routes, missed pickup routes etc.)**Line 8, 9, and 10** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Lines 11, 12, and 13** - Identify number of hours per day each route will take to complete (including collection time and hauling time to transfer station, landfill, or processing site).**Line 14** - Data to be inputted by proposer. Should equal $\text{Line 5} * \text{Line 11} * 260$ days**Line 15** - Data to be inputted by proposer. Should equal $\text{Line 6} * \text{Line 12} * 52$ weeks**Line 16** - Data to be inputted by proposer. Should equal $\text{Line 7} * \text{Line 13} * 52$ weeks**Line 17** - Should equal $\text{Line 14} + \text{Line 15} + \text{Line 16}$ **Line 18** - Should equal $\text{Line 17} / 2,080$ hours**Line 19** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A**Line 20** - Should equal $\text{Line 19} / \text{Line 18}$ **Line 21** - Should equal $\text{Line 19} * 5$ days**Line 22** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A.**Line 23** - Should equal $\text{Line 21} / \text{Line 22}$ **Line 24** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 25** - Should equal $\text{Line 24} * 52$ weeks. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 26** - Should equal $\text{Line 25} / \text{Line 17}$ **Line 27** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 28** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 29** - Should equal $\text{Line 27} + \text{Line 28}$ **Lines 30 - 37** - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 38** - Should equal the sum of $\text{Line 30} + \text{Line 31} + \text{Line 32} + \text{Line 33} + \text{Line 34} + \text{Line 35} + \text{Line 36} + \text{Line 37}$ **Line 39** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 40** - Should equal $\text{Line 31} + \text{Line 32} + \text{Line 33} + \text{Line 34} + \text{Line 35} + \text{Line 36} + \text{Line 37} - \text{Line 39}$

Pulls = pull and return etc.

Full Time Equivalent (FTE) = 40 hours per week, 2,080 hours per year

Operating Statistics
 Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority
 City of Saratoga

Note to proposer: Input data in yellow shaded areas only.

REPORT FOR 12-MONTH PERIOD From July 1, 2024 to June 30, 2025		Residential Cart Service (Form 6A)			Multi-Family/Commercial Cart Service (Form 6B)			Multi-Family/Commercial Bin Service (Form 6C)			Roll-Off (Form 6D)		Other (Form 6E)		TOTAL
		Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	C&D	Other Materials	Bulky Items/ Reusable Materials	Large Event & Venue Services	
Account Information															
1	# of weekly accounts (customers)	9,934	9,934	9,934	77	308	135	181	124	39		266			
Labor Information															
2	# of regular route personnel	3.9	2.6	1.0	0.2	0.6	0.2	2.1	1.0	0.3	0.0	0.8	0.8	0.0	13.5
3	Labor hours/day/person	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
4	Total labor hours/year	9,541	6,308	2,524	495	1,426	402	5,041	2,307	730	0	2,016	1,852	0	32,641
Route Information															
# of routes per															
5	Weekday	3.95	2.61	1.04	0.20	0.59	0.17	2.04	0.95	0.30	0.00	0.83	0.77	0.00	13.5
6	Saturday				0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.1
7	Sunday				0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.1
# of persons per route per															
8	Weekday	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
9	Saturday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
10	Sunday				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
# of route hours/day/route per															
11	Weekday	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
12	Saturday				9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
13	Sunday				9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	9.3	
# of route hours per year per:															
14	Weekday	9,541	6,308	2,524	495	1,426	402	4,945	2,307	730	0	2,016	1,852	0	32,544
15	Saturday				0.0	0.0	0.0	48.4	0.0	0.0	0.0	0.0	0.0	0.0	48
16	Sunday				0.0	0.0	0.0	48.4	0.0	0.0	0.0	0.0	0.0	0.0	48
17	Total Route Hours per Year (all routes)	9,541	6,308	2,524	495	1,426	402	5,041	2,307	730	0	2,016	1,852	0	32,641
18	# of FTE routes	4.59	3.03	1.21	0.24	0.69	0.19	2.42	1.11	0.35	0.00	0.97	0.89	0.00	15.69
19	Total # of cart setouts per day for all routes	1,987	1,314	526											
20	# of cart setouts/day/FTE route	433	433	433											
21	# of cart setouts per week for all routes	9,934	6,568	2,628											
22	# of household drive-bys per week for all routes	9,934	9,934	9,934											
23	Set out rate (%)	100%	66%	26%											
24	# of lifts or pulls per week for all routes				77	308	135	318	208	54	0	23	6	0	
25	# of lifts or pulls per year for all routes				4,004	16,016	7,020	16,536	10,816	2,808	0	1,203	330	0	
26	# of lifts or pulls per route hour				8.1	11.23	17.46	3.28	4.69	3.85	0.00	0.60	0.18	0.00	
Vehicle Information															
27	# of regular collection vehicles (from Form 4)	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
28	# of spare collection vehicles (from Form 4)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
29	Total # of collection vehicles	16.7	11.0	2.3	0.5	1.4	0.4	4.8	2.2	0.7	0.4	4.6	1.0	0.0	46.0
Tonnage Information (annual)															
30	Solid Waste Collected	7,808			93			2,144				1,575			11,618.9
31	Recyclable Materials Collected		4,450			65		600				538			5,653.6
32	Organic Materials Collected (WM)			8,771								137			8,907.4
33	Organic Materials Collected						13			368		0			381.2
34	C&D Collected														0.0
35	HHW Collected														0.0
36	Bulky Items/Reusable Materials Collected														0.0
37	Other Materials Collected (Specify)														0.0
38	Total Collected	7,808	4,450	8,771	93	65	13	2,144	600	368	0	2,249	0	0	26,561
39	Processing residue disposed		890	1,316		13	2		120	55					2,395.9
40	Net Diverted (Line 31 + 32 + 33 + 34 + 35 + 36 + 37 - 39)	0	3,560	7,455	0	52	11	0	480	313	0	675	0	0	12,546
47.2%															

Operating Statistics

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority
City of SaratogaNotes for Form 2:**Line 1** - Should equal the number of customer serviced on a weekly basis**Line 2** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 3** - Identify number of hours per day each regular route employee will work each day (including breaks, pre- and post-route checks, etc., excludes casual/pool personnel).**Line 4** - Should equal $\text{Line 2} * \text{Line 3} * 260$ days. Total should tie to total payroll hours.**Lines 5, 6, and 7** - Information is to be reported for collection routes only and does not include any support (e.g., container delivery routes, cleanup routes, missed pickup routes etc.)**Line 8, 9, and 10** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Lines 11, 12, and 13** - Identify number of hours per day each route will take to complete (including collection time and hauling time to transfer station, landfill, or processing site).**Line 14** - Data to be inputted by proposer. Should equal $\text{Line 5} * \text{Line 11} * 260$ days**Line 15** - Data to be inputted by proposer. Should equal $\text{Line 6} * \text{Line 12} * 52$ weeks**Line 16** - Data to be inputted by proposer. Should equal $\text{Line 7} * \text{Line 13} * 52$ weeks**Line 17** - Should equal $\text{Line 14} + \text{Line 15} + \text{Line 16}$ **Line 18** - Should equal $\text{Line 17} / 2,080$ hours**Line 19** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A**Line 20** - Should equal $\text{Line 19} / \text{Line 18}$ **Line 21** - Should equal $\text{Line 19} * 5$ days**Line 22** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A.**Line 23** - Should equal $\text{Line 21} / \text{Line 22}$ **Line 24** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 25** - Should equal $\text{Line 24} * 52$ weeks. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6E.**Line 26** - Should equal $\text{Line 25} / \text{Line 17}$ **Line 27** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 28** - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 29** - Should equal $\text{Line 27} + \text{Line 28}$ **Lines 30 - 37** - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 38** - Should equal the sum of $\text{Line 30} + \text{Line 31} + \text{Line 32} + \text{Line 33} + \text{Line 34} + \text{Line 35} + \text{Line 36} + \text{Line 37}$ **Line 39** - Data to be inputted by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6E.**Line 40** - Should equal $\text{Line 31} + \text{Line 32} + \text{Line 33} + \text{Line 34} + \text{Line 35} + \text{Line 36} + \text{Line 37} - \text{Line 39}$

Pulls = pull and return etc.

Full Time Equivalent (FTE) = 40 hours per week, 2,080 hours per year

Proposed Labor Requirements

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	# of Regular Personnel	# of Casual/Pool	Total	Hourly Rate	Benefits Cost/Year/Hour (in 2024 dollars)
Residential Cart Solid Waste (6A)	11.6		11.6	\$51.30	\$547,307
Residential Cart Recyclable Materials (6A)	7.7		7.7	\$51.30	\$361,852
Residential Cart Organic Materials (6A)	3.1		3.1	\$51.30	\$144,790
Multi-Family/Commercial Cart Solid Waste (6B)	1.0		1.0	\$51.30	\$28,397
Multi-Family/Commercial Cart Recyclable Materials (6B)	1.7		1.7	\$51.30	\$81,776
Multi-Family/Commercial Cart Organic Materials (6B)	0.5		0.5	\$51.30	\$23,060
Multi-Family/Commercial Bin Solid Waste (6C)	6.4		6.4	\$51.30	\$283,639
Multi-Family/Commercial Bin Recyclable Materials (6C)	2.8		2.8	\$51.30	\$132,328
Multi-Family/Commercial Bin Organic Materials (6C)	0.9		0.9	\$51.30	\$41,876
Roll-Off C&D (6D)	0.0		0.0	\$51.30	\$0
Roll-Off Other Materials (6D)	3.6		3.6	\$51.30	\$0
Bulky Items/Reusable Materials (6E)	2.3		2.3	\$51.30	\$106,224
Large Even & Venue Services (6E)	0.0		0.0	\$51.30	\$0
Subtotal Route Personnel	41.5	0.0	41.5		
Other Personnel Headcount (include fraction of employee)	Notes	# of Employees	Hourly Rate	Benefits Cost/Year/Hour (in 2024 dollars)	
Executive Management (CEO, CFO, COO, etc.)					
General Manager		1.0	\$72.12	\$18,000	
Operations Manager					
Municipal Relations Manager					
Route Supervisor	Possible add'l bonus up to 10% of cited rate	2.0	\$45.67	\$36,000	
Dispatcher		1.0	\$39.50	\$47,184	
Container Distribution					
Container Maintenance/Welder		3.0	\$51.30	\$141,552	
Maintenance Supervisor	Possible add'l bonus up to 10% of cited rate	1.0	\$43.27	\$47,184	
Maintenance Personnel		6.0	\$54.65	\$285,299	
Controller		1.0	\$55.29	\$18,000	
Safety Specialist					
Staff Accountant	Possible add'l bonus up to 10% of cited rate	1.5	\$55.29	\$27,000	
Office Manager					
Human Resources					
Accounting Clerk					
Billings Clerk					
Accounts Receivable Clerk	Possible add'l bonus up to 10% of cited rate	2.0	\$41.00	\$36,000	
Collection Clerk					
Financial Analyst					
Benefits Coordinator					
Customer Service Supervisor					
Customer Service Representatives	Possible add'l bonus up to 10% of cited rate	7.0	\$37.50	\$126,000	
Sales Coordinator					
Recycling Manager					
Recycling/Public Education Coordinator	Possible add'l bonus up to 10% of cited rate	4.0	\$36.30	\$72,000	
Sustainability Specialist	Possible add'l bonus up to 10% of cited rate		\$36.30	\$0	
Other (specify): _____					
Other (specify): _____					
Other (specify): _____					
Subtotal Other Personnel		29.5			
Total All Personnel			71.1		

Capital Requirements

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

	Quantity									Total Capital Cost Over Contract Term (in 2024 dollars)	Average Price
	New			Used			Total				
	Actual	Spare	Total	Actual	Spare	Total	Actual	Spare	Total		
Vehicles											
Collection Vehicles											
Residential Cart Solid Waste	15.0		15.03	2		1.67	16.7	0	16.7	\$8,965,968	\$ 536,876.99
Residential Cart Recyclable Materials	9.9		9.9372	1		1.1041	11.041	0	11.041	\$5,927,845	\$ 536,876.99
Residential Cart Organic Materials	2.0		2.0326	0		0.2258	2.2584	0	2.2584	\$1,212,497	\$ 536,876.99
Multi-Family/Commercial Cart Solid Waste	0.5		0.4804	-		0	0.4804	0	0.4804	\$290,722	\$ 605,119.69
Multi-Family/Commercial Cart Recyclable Materials	1.4		1.3835	-		0	1.3835	0	1.3835	\$837,193	\$ 605,119.69
Multi-Family/Commercial Cart Organic Materials	0.4		0.3901	-		0	0.3901	0	0.3901	\$236,075	\$ 605,119.69
Multi-Family/Commercial Bin Solid Waste	4.8		4.7987	-		0	4.7987	0	4.7987	\$2,903,782	\$ 605,119.69
Multi-Family/Commercial Bin Recyclable Materials	2.2		2.2388	-		0	2.2388	0	2.2388	\$1,354,717	\$ 605,119.69
Multi-Family/Commercial Bin Organic Materials	0.7		0.7085	-		0	0.7085	0	0.7085	\$428,708	\$ 605,119.69
Roll-Off C&D	-		0	0		0.372	0.372	0	0.372	\$95,559	\$ 256,869.46
Roll-Off Other Materials	-		0	5		4.628	4.628	0	4.628	\$1,188,789	\$ 256,869.46
Bulky Items/Reusable Materials	1.0		1	-		0	1	0	1	\$250,000	\$ 250,000.00
Large Event & Venue Services	-		0	-		0	0	0	0	\$0	N/A
Subtotal	38	0	38	8	0	8	46	0	46	\$23,691,854	
Other Vehicles											
Pickup Trucks	3		3	0		0	3	0	3	\$170,000	\$ 56,666.67
Container Distribution	0		0	1		1	1	0	1	\$351,369	\$ 351,368.96
Mobile Service Truck	1		1	0		0	1	0	1	\$185,000	\$ 185,000.00
Other (specify): _____			0			0	0	0	0		N/A
Other (specify): _____			0			0	0	0	0		N/A
Subtotal	4	0	4	1	0	1	5	0	5	\$706,369	
Total Vehicle Cost										\$24,398,223	
Containers											
Carts											
Solid Waste 20-gallon	-	-	0	1,861		1861	1861	0	1861	\$57,884	\$ 31.10
Solid Waste 35-gallon	-	-	0	22,002		22002	22002	0	22002	\$684,345	\$ 31.10
Solid Waste 65-gallon	-	-	0	4,098		4098	4098	0	4098	\$127,463	\$ 31.10
Solid Waste 95-gallon	-	-	0	1,456		1456	1456	0	1456	\$45,287	\$ 31.10
Recyclable Material 20-gallon			0			0	0	0	0	\$0	N/A
Recyclable Material 35-gallon	0	-	0	1637		1637	1637	0	1637	\$50,917	\$ 31.10
Recyclable Material 65-gallon	0	-	0	2170		2170	2170	0	2170	\$67,495	\$ 31.10
Recyclable Material 95-gallon	0	-	0	26596		26596	26596	0	26596	\$827,235	\$ 31.10
Organic Materials 20-gallon			0			0	0	0	0	\$0	N/A
Organic Materials 35-gallon	0	-	0	516		516	516	0	516	\$16,050	\$ 31.10
Organic Materials 65-gallon	0	-	0	941		941	941	0	941	\$29,269	\$ 31.10
Organic Materials 95-gallon	0	-	0	28054		28054	28054	0	28054	\$872,584	\$ 31.10
Subtotal	0	0	0	89331	0	89331	89331	0	89331	\$2,778,529	
Bins											
1 cubic yard	794	79	873.4	200		200	994	79.4	1073.4	\$1,090,043	\$ 1,015.51
2 cubic yards	455	46	500.5	200		200	655	45.5	700.5	\$711,361	\$ 1,015.51
3 cubic yards	703	70	773.3	300		300	1003	70.3	1073.3	\$1,089,942	\$ 1,015.51
4 cubic yards	79	8	86.9	79		79	158	7.9	165.9	\$168,472	\$ 1,015.51
5 cubic yards	0	-	0	0		0	0	0	0	\$0	N/A
6 cubic yards	91	9	100.1	30		30	121	9.1	130.1	\$132,117	\$ 1,015.51
7 cubic yards	1.5	0	1.65	1.5		1.5	3	0.15	3.15	\$3,199	\$ 1,015.51
Subtotal	2123.5	212.35	2335.9	810.5	0	810.5	2934	212.35	3146.4	\$3,195,135	
Drop Boxes											
8 cubic yards			0			0	0	0	0		N/A
10 cubic yards	0		0	0		0	0	0	0		N/A
15 cubic yards	0		0	0		0	0	0	0		N/A
20 cubic yards	0		0	0		0	0	0	0		N/A
30 cubic yards	0		0	0		0	0	0	0		N/A
40 cubic yards	0		0	0		0	0	0	0		N/A
Subtotal	0	0	0	0	0	0	0	0	0	\$0	
Other											
Foodwaste pails			0	44,064		44064	44064	0	44064	\$155,403	\$ 3.53
Move-out kits			0			0	0	0	0		N/A
Other (specify): _____			0			0	0	0	0		N/A
Other (specify): _____			0			0	0	0	0		N/A
Subtotal	0	0	0	44064	0	44064	44064	0	44064	\$155,403	
Total Container Cost										\$6,129,066	
Other											
Offices	Description										
Processing Site(s)	Office Remodel										\$192,482
Transfer Station											
Corporation Yard/Maintenance											
Container Storage Yard											
Shop Equipment	Truck Camera Systems										\$30,496
Fueling Equipment											
Computer and Office Equipment											
Other (specify): _____	Walking floor trailers for Commingle transportation										\$945,000
Other (specify): _____											
Total Other Cost										\$1,167,978	
Total Capital Cost										\$31,695,267	

Summary of Proposed Costs

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

West Valley Solid Waste Management Authority

Note to proposer: No data input required on this Form 5; costs are pulled automatically from Forms 6A through 6D.

RATE PERIOD 1	Residential Cart Service (Form 6A)			Multi-Family/Commercial Cart Service (Form 6B)			Multi-Family/Commercial Bin Service (Form 6C)			Roll-Off (Form 6D)		Other (Form 6E)		TOTAL
	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	C&D	Other Materials	Bulky Items/ Reusable Materials	Large Event & Venue Services	
From July 1, 2024 to June 30, 2025														
Cost of Operations														
Labor-Related Costs	\$3,064,010	\$2,025,768	\$696,403	\$160,371	\$461,821	\$130,226	\$1,649,375	\$769,492	\$243,510	\$0	\$942,908	\$590,360	\$100,000	\$10,834,243
Vehicle-Related Costs	\$450,085	\$297,573	\$60,866	\$23,353	\$67,250	\$18,963	\$233,254	\$108,821	\$34,437	\$0	\$139,520	\$87,354	\$0	\$1,521,478
Fuel Costs	\$224,806	\$148,630	\$30,401	\$11,664	\$33,589	\$9,472	\$116,504	\$54,353	\$17,200	\$0	\$69,687	\$43,631	\$0	\$759,939
Other Costs	\$67,494	\$44,624	\$9,127	\$3,502	\$10,085	\$2,844	\$34,979	\$16,319	\$5,164	\$0	\$21,217	\$13,100	\$25,000	\$253,454
Direct Depreciation	\$787,588	\$613,558	\$210,366	\$45,477	\$116,213	\$35,978	\$595,061	\$279,423	\$69,617	\$0	\$260,212	\$133,736	\$0	\$3,147,229
Total Allocated Costs - Labor, Vehicle, Fuel & Other	\$2,406,105	\$1,590,795	\$325,385	\$124,843	\$359,510	\$101,376	\$1,246,951	\$581,747	\$184,097	\$0	\$745,860	\$466,987	\$0	\$8,133,655
Total Allocated Costs - Depreciation & Start-Up	\$6,596	\$4,361	\$892	\$342	\$986	\$278	\$3,418	\$1,595	\$505	\$0	\$2,045	\$1,280	\$0	\$22,298
Total Cost of Operations	\$7,006,683	\$4,725,309	\$1,333,442	\$369,553	\$1,049,453	\$299,137	\$3,879,542	\$1,811,750	\$554,530	\$0	\$2,181,448	\$1,336,448	\$125,000	\$24,672,296
Profit (Includes Franchise Fees)	\$1,538,052	\$1,037,263	\$292,707	\$81,121	\$230,368	\$65,664	\$851,607	\$397,701	\$121,726	\$0	\$478,855	\$293,367	\$27,439	\$5,415,870
Pass-Through Costs														
Disposal Costs	\$1,211,317	\$0	\$0	\$54,500	\$0	\$0	\$1,147,640	\$0	\$0	\$0	\$0	\$0	\$0	\$2,413,457
Recyclable Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bulky Items / Reusable Materials Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Organics Processing Costs (WM)	\$0	\$0	\$2,043,505	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,043,505
Organics Processing Costs	\$0	\$0	\$0	\$0	\$0	\$17,150	\$0	\$0	\$614,950	\$0	\$0	\$0	\$0	\$632,100
C&D Processing Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$85,352	\$90,227	\$22,254	\$4,781	\$12,217	\$3,782	\$62,557	\$29,375	\$7,319	\$0	\$25,320	\$14,059	\$0	\$357,242
Direct Lease Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Allocated Lease Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Pass-Through Costs	\$1,296,669	\$90,227	\$2,065,759	\$59,281	\$12,217	\$20,932	\$1,210,197	\$29,375	\$622,269	\$0	\$25,320	\$14,059	\$0	\$5,446,304
Total Costs before Cost Reimbursements*	\$9,841,405	\$5,852,799	\$3,691,907	\$509,955	\$1,292,038	\$385,734	\$5,941,345	\$2,238,826	\$1,298,525	\$0	\$2,685,623	\$1,643,874	\$152,439	\$35,534,469
Cost Reimbursements														
Street Maintenance	---	---	---	---	---	---	---	---	---	---	---	---	---	\$0
HHW	---	---	---	---	---	---	---	---	---	---	---	---	---	\$0
Administrative	---	---	---	---	---	---	---	---	---	---	---	---	---	\$0
Refuse Vehicle Road Impact	---	---	---	---	---	---	---	---	---	---	---	---	---	\$0
Total Cost Reimbursements	---	---	---	---	---	---	---	---	---	---	---	---	---	\$0
Total Proposed Costs	---	---	---	---	---	---	---	---	---	---	---	---	---	\$35,534,469
Profit (Includes Franchise Fees)	---	---	---	---	---	---	---	---	---	---	---	---	---	\$5,415,870
Less: Franchise Fees	---	---	---	---	---	---	---	---	---	---	---	---	---	\$0
Net Profit Margin	---	---	---	---	---	---	---	---	---	---	---	---	---	\$5,415,870
*Amounts to tie to Forms 6A through 6E.														

Collection Cost Proposal **West Valley Solid Waste Management Authority**
Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

SUMMARY (Total Costs from Forms 6A through 6E)	Rate Period One
	July 1, 2024
	through
	June 30, 2025

Labor-Related Costs (include regular & pool personnel)		
Regular Wages		\$3,782,636
Overtime Wages		\$1,764,375
Holiday Wages		\$0
Vacation Wages		\$335,858
Sick Leave Wages		\$714,972
Workers Compensation Insurance Premiums		\$0
Workers Compensation Claims		\$502,071
Health & Welfare		\$2,253,218
Pension/ Retirement Benefits		\$842,273
Payroll Taxes		\$467,067
Other (Please List)		\$171,773
Total Labor Related-Costs		\$10,834,243
Vehicle-Related Costs (do not include depreciation)		
Tires & Tubes		\$154,859
Parts & Supplies (fluid, oil, etc.,)		\$1,162,206
Taxes & Licenses		\$204,413
Other (Please List)		\$0
Total Vehicle-Related Costs		\$1,521,478
Fuel Costs		\$759,939
Other Costs		
Liability & Property Damage Insurance		\$105,992
Equipment Insurance		\$0
Training & Safety Programs		\$82,784
Uniforms		\$40,290
Other (Please List)		\$24,389
Total Other Costs		\$253,454
Direct Depreciation		
Container Depreciation		\$623,043
Route Vehicle Depreciation		\$2,429,686
Other Depreciation		\$94,500
Total Direct Depreciation		\$3,147,229
Allocated Costs - Labor, Vehicle, Fuel & Other Costs		
From General and Administrative (6F)		\$6,117,965
From Vehicle Maintenance (6F)		\$1,417,517
From Container Maintenance (6F)		\$598,173
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$8,133,655
Allocated Costs - Depreciation and Start-Up Costs		
From General and Administrative (6F)		\$22,298
From Vehicle Maintenance (6F)		\$0
From Container Maintenance (6F)		\$0
Total Allocated Costs - Depreciation and Start-Up Costs		\$22,298
Total Cost of Operations		\$24,672,296
Gross Operating Ratio (% Operating Ratio; i.e. 90%):	82.0 %	\$5,415,870
Pass-Through Costs		per ton
Disposal Cost	\$ 54.50	\$2,413,457
Recyclables Processing Costs	\$ -	\$0
Bulky Items / Reusable Materials Handling Costs	\$ -	\$0
Other Processing Costs: _____ (specify)	\$ -	\$0
Organics Processing Costs (WM)	\$ 79.84	\$2,043,505
Organics Processing Costs	\$ 245.00	\$632,100
C&D Processing Costs	\$ 63.51	\$0
Interest Expense		\$357,242
Direct Lease Costs		
Route Vehicles		\$0
Other (Please List)		\$0
Total Direct Lease Costs		\$0
Allocated Lease Costs		
From General and Administrative (6F)		\$0
From Vehicle Maintenance (6F)		\$0
From Container Maintenance (6F)		\$0
Total Allocated Lease Costs		\$0
Total Pass-Through Costs		\$5,446,304
Total Cost Before Cost Reimbursements		\$35,534,469
Cost Reimbursements		
Street Sweeping		
HHW		
Administrative		
Vehicle Impact		
Total Reimbursements		\$0
Total Proposed Cost		\$35,534,469

Final reimbursement amounts to be determined during rate making process.

Detailed Collection Cost Proposal Information

Form 6A

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

	Rate Period One			
	From July 1, 2024 through June 30, 2025			
	Solid Waste	Recyclable		Subtotal
Materials		Organic Materials		
RESIDENTIAL CART COSTS				
Labor-Related Costs (include regular & pool personnel)				
Regular Wages	\$1,060,522	\$701,163	\$241,041	\$2,002,725
Overtime Wages	\$508,103	\$335,932	\$115,484	\$959,519
Holiday Wages	\$0	\$0	\$0	\$0
Vacation Wages	\$96,720	\$63,946	\$21,983	\$182,649
Sick Leave Wages	\$205,897	\$136,129	\$46,797	\$388,823
Workers Compensation Insurance Premiums (with Liability & Prop Damage)	\$0	\$0	\$0	\$0
Workers Compensation Claims	\$144,586	\$95,593	\$32,862	\$273,041
Health & Welfare	\$648,879	\$429,006	\$147,481	\$1,225,366
Pension/ Retirement Benefits	\$242,557	\$160,366	\$55,130	\$458,053
Payroll Taxes	\$134,506	\$88,928	\$30,571	\$254,005
Other (Please List)	\$22,241	\$14,704	\$5,055	\$42,000
Total Labor Related-Costs	\$3,064,010	\$2,025,768	\$696,403	\$5,786,181
Vehicle-Related Costs (do not include depreciation)				
Tires & Tubes	\$45,810	\$30,288	\$6,195	\$82,293
Parts & Supplies (fluid, oil, etc.)	\$343,805	\$227,306	\$46,494	\$617,605
Taxes & Licenses	\$60,470	\$39,980	\$8,178	\$108,627
Other (Please List)	\$0	\$0	\$0	\$0
Total Vehicle-Related Costs	\$450,085	\$297,573	\$60,866	\$808,525
Fuel Costs	\$224,806	\$148,630	\$30,401	\$403,837
Other Costs				
Liability & Property Damage Insurance	\$31,125	\$20,578	\$4,209	\$55,913
Equipment Insurance (Included with Liab/Property Damage)	\$0	\$0	\$0	\$0
Training & Safety Programs	\$24,538	\$16,223	\$3,318	\$44,079
Uniforms	\$11,831	\$7,822	\$1,600	\$21,254
Other (Please List)	\$0	\$0	\$0	\$0
Total Other Costs	\$67,494	\$44,624	\$9,127	\$121,246
Direct Depreciation				
Container Depreciation	\$83,356	\$83,356	\$98,896	\$265,608
Route Vehicle Depreciation	\$704,232	\$474,134	\$111,470	\$1,289,835
Other Depreciation	\$0	\$56,068	\$0	\$56,068
Total Direct Depreciation	\$787,588	\$613,558	\$210,366	\$1,611,512
Allocated Costs - Labor, Vehicle, Fuel & Other Costs				
From General and Administrative (6F)	\$1,809,822	\$1,196,563	\$244,748	\$3,251,132
From Vehicle Maintenance (6F)	\$419,331	\$277,240	\$56,708	\$753,279
From Container Maintenance (6F)	\$176,952	\$116,992	\$23,930	\$317,874
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	\$2,406,105	\$1,590,795	\$325,385	\$4,322,285
Allocated Costs - Depreciation and Start-Up Costs				
From General and Administrative (6F)	\$6,596	\$4,361	\$892	\$11,849
From Vehicle Maintenance (6F)	\$0	\$0	\$0	\$0
From Container Maintenance (6F)	\$0	\$0	\$0	\$0
Total Allocated Costs - Depreciation and Start-Up Costs	\$6,596	\$4,361	\$892	\$11,849
Total Cost of Operations	\$7,006,683	\$4,725,309	\$1,333,442	\$13,065,434
Profit (Enter % Operating Ratio; i.e. 95%):	82.0 %			
	\$1,538,052	\$1,037,263	\$292,707	\$2,868,022

Detailed Collection Cost Proposal Information

Form 6A

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One			
		From July 1, 2024 through June 30, 2025			
RESIDENTIAL CART COSTS		Solid Waste	Recyclable Materials	Organic Materials	Subtotal
Pass-Through Costs	per ton				
Disposal Cost	<u>\$54.50</u>	\$1,211,317	\$0	\$0	\$1,211,317
Recyclables Processing Costs	<u>\$0.00</u>	\$0	\$0	\$0	\$0
Bulky Items/Reusable Materials Handling Costs	<u>\$ -</u>	\$0	\$0	\$0	\$0
Other Processing Costs: _____ (specify)	<u>\$0.00</u>	\$0	\$0	\$0	\$0
Organics Processing Costs (WM)	<u>\$ 79.84</u>	\$0	\$0	\$2,043,505	\$2,043,505
Organics Processing Costs	<u>\$ 245.00</u>	\$0	\$0	\$0	\$0
C&D Processing Costs	<u>\$63.51</u>	\$0	\$0	\$0	\$0
Interest Expense		\$85,352	\$90,227	\$22,254	\$197,833
Direct Lease Costs					
Route Vehicles					\$0
Other (Please List)					\$0
Total Direct Lease Costs		\$0	\$0	\$0	\$0
Allocated Lease Costs					
From General and Administrative (6F)		\$0	\$0	\$0	\$0
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$0	\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0	\$0
Total Pass-Through Costs		\$1,296,669	\$90,227	\$2,065,759	\$3,452,655
Total Cost		\$9,841,405	\$5,852,799	\$3,691,907	\$19,386,111

Detailed Collection Cost Proposal Information

Form 6B

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One From July 1, 2024 through June 30, 2025			
MULTI-FAMILY/COMMERCIAL CART COSTS		Solid Waste	Recyclable Materials	Organic Materials	Subtotal
Labor-Related Costs (include regular & pool personnel)					
Regular Wages		\$55,026	\$158,459	\$44,683	\$258,167
Overtime Wages		\$26,363	\$75,919	\$21,408	\$123,690
Holiday Wages		\$0	\$0	\$0	\$0
Vacation Wages		\$5,018	\$14,451	\$4,075	\$23,545
Sick Leave Wages		\$10,683	\$30,764	\$8,675	\$50,122
Workers Compensation Insurance Premiums		\$0	\$0	\$0	\$0
Workers Compensation Claims		\$7,502	\$21,603	\$6,092	\$35,197
Health & Welfare		\$33,668	\$96,953	\$27,339	\$157,960
Pension/ Retirement Benefits		\$12,585	\$36,242	\$10,220	\$59,047
Payroll Taxes		\$6,979	\$20,097	\$5,667	\$32,743
Other (Please List)		\$2,546	\$7,333	\$2,068	\$11,947
Total Labor Related-Costs		\$160,371	\$461,821	\$130,226	\$752,418
Vehicle-Related Costs (do not include depreciation)					
Tires & Tubes		\$2,377	\$6,845	\$1,930	\$11,152
Parts & Supplies (fluid, oil, etc.,)		\$17,839	\$51,370	\$14,485	\$83,694
Taxes & Licenses		\$3,138	\$9,035	\$2,548	\$14,720
Other (Please List)		\$0	\$0	\$0	\$0
Total Vehicle-Related Costs		\$23,353	\$67,250	\$18,963	\$109,566
Fuel Costs		\$11,664	\$33,589	\$9,472	\$54,725
Other Costs					
Liability & Property Damage Insurance		\$1,615	\$4,651	\$1,311	\$7,577
Equipment Insurance		\$0	\$0	\$0	\$0
Training & Safety Programs		\$1,273	\$3,666	\$1,034	\$5,973
Uniforms		\$614	\$1,768	\$498	\$2,880
Other (Please List)		\$0	\$0	\$0	\$0
Total Other Costs		\$3,502	\$10,085	\$2,844	\$16,430
Direct Depreciation					
Container Depreciation		\$9,725	\$11,114	\$6,946	\$27,785
Route Vehicle Depreciation		\$35,752	\$102,956	\$29,032	\$167,741
Other Depreciation		\$0	\$2,143	\$0	\$2,143
Total Direct Depreciation		\$45,477	\$116,213	\$35,978	\$197,669
Allocated Costs - Labor, Vehicle, Fuel & Other Costs					
From General and Administrative (6F)		\$93,904	\$270,416	\$76,253	\$440,573
From Vehicle Maintenance (6F)		\$21,757	\$62,655	\$17,668	\$102,080
From Container Maintenance (6F)		\$9,181	\$26,439	\$7,455	\$43,076
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$124,843	\$359,510	\$101,376	\$585,729
Allocated Costs - Depreciation and Start-Up Costs					
From General and Administrative (6F)		\$342	\$986	\$278	\$1,606
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$0	\$0	\$0	\$0
Total Allocated Costs - Depreciation and Start-Up Costs		\$342	\$986	\$278	\$1,606
Total Cost of Operations		\$369,553	\$1,049,453	\$299,137	\$1,718,143
Profit (Enter % Operating Ratio; i.e. 95%):	82 %	\$81,121	\$230,368	\$65,664	\$377,153

Detailed Collection Cost Proposal Information

Form 6B

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One From July 1, 2024 through June 30, 2025			
MULTI-FAMILY/COMMERCIAL CART COSTS		Solid Waste	Recyclable Materials	Organic Materials	Subtotal
Pass-Through Costs	per ton				
Disposal Cost	<u>\$54.50</u>	\$54,500	\$0	\$0	\$54,500
Recyclables Processing Costs	<u>\$0.00</u>	\$0	\$0	\$0	\$0
Bulky Items/Reusable Materials Handling Costs	<u>\$0.00</u>	\$0	\$0	\$0	\$0
Other Processing Costs: _____ (specify)	<u>\$0.00</u>	\$0	\$0	\$0	\$0
Organics Processing Costs (WM)	<u>\$79.84</u>	\$0	\$0	\$0	\$0
Organics Processing Costs	<u>\$245.00</u>	\$0	\$0	\$17,150	\$17,150
C&D Processing Costs	<u>\$63.51</u>	\$0	\$0	\$0	\$0
Interest Expense		\$4,781	\$12,217	\$3,782	\$20,780
Direct Lease Costs					
Route Vehicles					\$0
Other (Please List)					\$0
Total Direct Lease Costs		\$0	\$0	\$0	\$0
Allocated Lease Costs					
From General and Administrative (6F)		\$0	\$0	\$0	\$0
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$0	\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0	\$0
Total Pass-Through Costs		\$59,281	\$12,217	\$20,932	\$92,430
Total Cost		\$509,955	\$1,292,038	\$385,734	\$2,187,727

Detailed Collection Cost Proposal Information

Form 6C

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

MULTI-FAMILY/COMMERCIAL BIN COSTS	Rate Period One				
	From July 1, 2024 through June 30, 2025				
	Solid Waste	Recyclable Materials	Organic Materials	Subtotal	
Labor-Related Costs (include regular & pool personnel)					
Regular Wages	\$549,609	\$256,412	\$81,143	\$887,165	
Overtime Wages	\$263,321	\$122,849	\$38,876	\$425,046	
Holiday Wages	\$0	\$0	\$0	\$0	
Vacation Wages	\$50,125	\$23,385	\$7,400	\$80,910	
Sick Leave Wages	\$106,705	\$49,782	\$15,754	\$172,240	
Workers Compensation Insurance Premiums	\$0	\$0	\$0	\$0	
Workers Compensation Claims	\$74,931	\$34,958	\$11,063	\$120,951	
Health & Welfare	\$336,278	\$156,886	\$49,647	\$542,811	
Pension/ Retirement Benefits	\$125,704	\$58,645	\$18,559	\$202,908	
Payroll Taxes	\$69,707	\$32,521	\$10,291	\$112,519	
Other (Please List)	\$72,995	\$34,055	\$10,777	\$117,826	
Total Labor Related-Costs	\$1,649,375	\$769,492	\$243,510	\$2,662,377	
Vehicle-Related Costs (do not include depreciation)					
Tires & Tubes	\$23,741	\$11,076	\$3,505	\$38,322	
Parts & Supplies (fluid, oil, etc.)	\$178,175	\$83,125	\$26,305	\$287,605	
Taxes & Licenses	\$31,338	\$14,620	\$4,627	\$50,585	
Other (Please List)	\$0	\$0	\$0	\$0	
Total Vehicle-Related Costs	\$233,254	\$108,821	\$34,437	\$376,512	
Fuel Costs	\$116,504	\$54,353	\$17,200	\$188,058	
Other Costs					
Liability & Property Damage Insurance	\$16,130	\$7,525	\$2,381	\$26,037	
Equipment Insurance	\$0	\$0	\$0	\$0	
Training & Safety Programs	\$12,717	\$5,933	\$1,877	\$20,527	
Uniforms	\$6,132	\$2,861	\$905	\$9,897	
Other (Please List)	\$0	\$0	\$0	\$0	
Total Other Costs	\$34,979	\$16,319	\$5,164	\$56,462	
Direct Depreciation					
Container Depreciation	\$223,659	\$79,878	\$15,976	\$319,513	
Route Vehicle Depreciation	\$371,402	\$173,199	\$53,641	\$598,242	
Other Depreciation	\$0	\$26,345	\$0	\$26,345	
Total Direct Depreciation	\$595,061	\$279,423	\$69,617	\$944,101	
Allocated Costs - Labor, Vehicle, Fuel & Other Costs					
From General and Administrative (6F)	\$937,930	\$437,578	\$138,474	\$1,513,982	
From Vehicle Maintenance (6F)	\$217,316	\$101,386	\$32,084	\$350,786	
From Container Maintenance (6F)	\$91,704	\$42,783	\$13,539	\$148,027	
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	\$1,246,951	\$581,747	\$184,097	\$2,012,794	
Allocated Costs - Depreciation and Start-Up Costs					
From General and Administrative (6F)	\$3,418	\$1,595	\$505	\$5,518	
From Vehicle Maintenance (6F)	\$0	\$0	\$0	\$0	
From Container Maintenance (6F)	\$0	\$0	\$0	\$0	
Total Allocated Costs - Depreciation and Start-Up Costs	\$3,418	\$1,595	\$505	\$5,518	
Total Cost of Operations	\$3,879,542	\$1,811,750	\$554,530	\$6,245,822	
Profit (Enter % Operating Ratio; i.e. 95%):	82 %	\$851,607	\$397,701	\$121,726	\$1,371,034

Detailed Collection Cost Proposal Information

Form 6C

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One			
		From July 1, 2024 through June 30, 2025			
MULTI-FAMILY/COMMERCIAL BIN COSTS		Solid Waste	Recyclable Materials	Organic Materials	Subtotal
Pass-Through Costs	per ton				
Disposal Cost	\$54.50	\$1,147,640	\$0	\$0	\$1,147,640
Recyclables Processing Costs	\$0.00	\$0	\$0	\$0	\$0
Bulky Items/Reusable Materials Handling Costs	\$0.00	\$0	\$0	\$0	\$0
Other Processing Costs: _____ (specify)	\$0.00	\$0	\$0	\$0	\$0
Organics Processing Costs (WM)	\$79.84	\$0	\$0	\$0	\$0
Organics Processing Costs	\$245.00	\$0	\$0	\$614,950	\$614,950
C&D Processing Costs	\$63.51	\$0	\$0	\$0	\$0
Interest Expense		\$62,557	\$29,375	\$7,319	\$99,250
Direct Lease Costs					
Route Vehicles					\$0
Other (Please List)					\$0
Total Direct Lease Costs		\$0	\$0	\$0	\$0
Allocated Lease Costs					
From General and Administrative (6F)		\$0	\$0	\$0	\$0
From Vehicle Maintenance (6F)		\$0	\$0	\$0	\$0
From Container Maintenance (6F)		\$0	\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0	\$0
Total Pass-Through Costs		\$1,210,197	\$29,375	\$622,269	\$1,861,840
Total Cost		\$5,941,345	\$2,238,826	\$1,298,525	\$9,478,696

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

ROLL-OFF COSTS	Rate Period One From July 1, 2024 through June 30, 2025		
	C&D	Other Materials	Subtotal
Labor-Related Costs (include regular & pool personnel)			
Regular Wages	\$0	\$328,747	\$328,747
Overtime Wages	\$0	\$157,505	\$157,505
Holiday Wages	\$0	\$0	\$0
Vacation Wages	\$0	\$29,982	\$29,982
Sick Leave Wages	\$0	\$63,825	\$63,825
Workers Compensation Insurance Premiums	\$0	\$0	\$0
Workers Compensation Claims	\$0	\$44,820	\$44,820
Health & Welfare	\$0	\$201,144	\$201,144
Pension/ Retirement Benefits	\$0	\$75,189	\$75,189
Payroll Taxes	\$0	\$41,695	\$41,695
Other (Please List)	\$0	\$0	\$0
Total Labor Related-Costs	\$0	\$942,908	\$942,908
Vehicle-Related Costs (do not include depreciation)			
Tires & Tubes	\$0	\$14,201	\$14,201
Parts & Supplies (fluid, oil, etc.,)	\$0	\$106,575	\$106,575
Taxes & Licenses	\$0	\$18,745	\$18,745
Other (Please List)	\$0	\$0	\$0
Total Vehicle-Related Costs	\$0	\$139,520	\$139,520
Fuel Costs	\$0	\$69,687	\$69,687
Other Costs			
Liability & Property Damage Insurance	\$0	\$10,424	\$10,424
Equipment Insurance	\$0	\$0	\$0
Training & Safety Programs	\$0	\$7,442	\$7,442
Uniforms	\$0	\$3,962	\$3,962
Other (Please List)	\$0	(\$611)	(\$611)
Total Other Costs	\$0	\$21,217	\$21,217
Direct Depreciation			
Container Depreciation	\$0	\$10,136	\$10,136
Route Vehicle Depreciation	\$0	\$240,132	\$240,132
Other Depreciation	\$0	\$9,943	\$9,943
Total Direct Depreciation	\$0	\$260,212	\$260,212
Allocated Costs - Labor, Vehicle, Fuel & Other Costs			
From General and Administrative (6F)	\$0	\$561,020	\$561,020
From Vehicle Maintenance (6F)	\$0	\$129,987	\$129,987
From Container Maintenance (6F)	\$0	\$54,853	\$54,853
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	\$0	\$745,860	\$745,860
Allocated Costs - Depreciation and Start-Up Costs			
From General and Administrative (6F)	\$0	\$2,045	\$2,045
From Vehicle Maintenance (6F)	\$0	\$0	\$0
From Container Maintenance (6F)	\$0	\$0	\$0
Total Allocated Costs - Depreciation and Start-Up Costs	\$0	\$2,045	\$2,045
Total Cost of Operations	\$0	\$2,181,448	\$2,181,448
Profit (Enter % Operating Ratio; i.e. 95%):	82 %	\$0	\$478,855

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One From July 1, 2024 through June 30, 2025		
ROLL-OFF COSTS		C&D	Other Materials	Subtotal
Pass-Through Costs	per ton			
Disposal Cost	\$54.50	\$0	\$0	\$0
Recyclables Processing Costs	\$0.00	\$0	\$0	\$0
Bulky Items/Reusable Materials Handling Costs	\$0.00	\$0	\$0	\$0
Other Processing Costs: _____ (specify)	\$0.00	\$0	\$0	\$0
Organics Processing Costs (WM)	\$79.84	\$0	\$0	\$0
Organics Processing Costs	\$245.00	\$0	\$0	\$0
C&D Processing Costs	\$63.51	\$0	\$0	\$0
Interest Expense		\$0	\$25,320	\$25,320
Direct Lease Costs				
Route Vehicles				\$0
Other (Please List)				\$0
Total Direct Lease Costs		\$0	\$0	\$0
Allocated Lease Costs				
From General and Administrative (6F)		\$0	\$0	\$0
From Vehicle Maintenance (6F)		\$0	\$0	\$0
From Container Maintenance (6F)		\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0
Total Pass-Through Costs		\$0	\$25,320	\$25,320
Total Cost		\$0	\$2,685,623	\$2,685,623

Detailed Collection Cost Proposal Information

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

OTHER COSTS	Rate Period One		
	From July 1, 2024 through June 30, 2025		
	Bulky Items/ Reusable Materials	Large Event & Venue Services	Subtotal
Labor-Related Costs (include regular & pool personnel)			
Regular Wages	\$205,831	\$100,000	\$305,831
Overtime Wages	\$98,615	\$0	\$98,615
Holiday Wages	\$0	\$0	\$0
Vacation Wages	\$18,772	\$0	\$18,772
Sick Leave Wages	\$39,961	\$0	\$39,961
Workers Compensation Insurance Premiums	\$0	\$0	\$0
Workers Compensation Claims	\$28,062	\$0	\$28,062
Health & Welfare	\$125,937	\$0	\$125,937
Pension/ Retirement Benefits	\$47,076	\$0	\$47,076
Payroll Taxes	\$26,105	\$0	\$26,105
Other (Please List)	\$0	\$0	\$0
Total Labor Related-Costs	\$590,360	\$100,000	\$690,360
Vehicle-Related Costs (do not include depreciation)			
Tires & Tubes	\$8,891	\$0	\$8,891
Parts & Supplies (fluid, oil, etc.,)	\$66,727	\$0	\$66,727
Taxes & Licenses	\$11,736	\$0	\$11,736
Other (Please List)	\$0	\$0	\$0
Total Vehicle-Related Costs	\$87,354	\$0	\$87,354
Fuel Costs	\$43,631	\$0	\$43,631
Other Costs			
Liability & Property Damage Insurance	\$6,041	\$0	\$6,041
Equipment Insurance	\$0	\$0	\$0
Training & Safety Programs	\$4,762	\$0	\$4,762
Uniforms	\$2,296	\$0	\$2,296
Other (Please List)	\$0	\$25,000	\$25,000
Total Other Costs	\$13,100	\$25,000	\$38,100
Direct Depreciation			
Container Depreciation	\$0	\$0	\$0
Route Vehicle Depreciation	\$133,736	\$0	\$133,736
Other Depreciation	\$0	\$0	\$0
Total Direct Depreciation	\$133,736	\$0	\$133,736
Allocated Costs - Labor, Vehicle, Fuel & Other Costs			
From General and Administrative (6F)	\$351,258	\$0	\$351,258
From Vehicle Maintenance (6F)	\$81,386	\$0	\$81,386
From Container Maintenance (6F)	\$34,344	\$0	\$34,344
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	\$466,987	\$0	\$466,987
Allocated Costs - Depreciation and Start-Up Costs			
From General and Administrative (6F)	\$1,280	\$0	\$1,280
From Vehicle Maintenance (6F)	\$0	\$0	\$0
From Container Maintenance (6F)	\$0	\$0	\$0
Total Allocated Costs - Depreciation and Start-Up Costs	\$1,280	\$0	\$1,280
Total Cost of Operations	\$1,336,448	\$125,000	\$1,461,448
Profit (Enter % Operating Ratio; i.e. 95%):	82 %	\$27,439	\$320,806

Detailed Collection Cost Proposal Information

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

		Rate Period One From July 1, 2024 through June 30, 2025		
OTHER COSTS		Bulky Items/ Reusable Materials	Large Event & Venue Services	Subtotal
Pass-Through Costs	per ton			
Disposal Cost	\$54.50	\$0	\$0	\$0
Recyclables Processing Costs	\$0.00	\$0	\$0	\$0
Bulky Items/Reusable Materials Handling Costs	\$0.00	\$0	\$0	\$0
Other Processing Costs: _____ (specify)	\$0.00	\$0	\$0	\$0
Organics Processing Costs (WM)	\$79.84	\$0	\$0	\$0
Organics Processing Costs	\$245.00	\$0	\$0	\$0
C&D Processing Costs	\$63.51	\$0	\$0	\$0
Interest Expense		\$14,059	\$0	\$14,059
Direct Lease Costs				
Route Vehicles				\$0
Other (Please List)				\$0
Total Direct Lease Costs		\$0	\$0	\$0
Allocated Lease Costs				
From General and Administrative (6F)		\$0	\$0	\$0
From Vehicle Maintenance (6F)		\$0	\$0	\$0
From Container Maintenance (6F)		\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0
Total Pass-Through Costs		\$14,059	\$0	\$14,059
Total Cost		\$1,643,874	\$152,439	\$1,796,313

Detailed Collection Cost Proposal Information

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

Rate Period One
From July 1, 2024 through June 30, 2025

PROPOSED ALLOCATED COST	General and Administrative	Vehicle Maintenance	Container Maintenance	Subtotal
Labor-Related Costs (include non-route personnel only)				
Regular Wages	\$1,770,304	\$906,191	\$398,139	\$3,074,634
Overtime Wages (Included in regular wages)	\$0	\$0	\$0	\$0
Holiday Wages (included in regular wages)	\$0	\$0	\$0	\$0
Vacation Wages (included in regular wages)	\$0	\$0	\$0	\$0
Sick Leave Wages	\$77,320	\$134,000	\$25,000	\$236,321
Workers Compensation Insurance Premiums (Included in Operations)	\$0	\$0	\$0	\$0
Workers Compensation Claims (In Operations)	\$0	\$0	\$0	\$0
Health & Welfare	\$267,460	\$300,899	\$141,552	\$709,911
Pension/ Retirement Benefits (Maintenance in Operations)	\$132,022	\$0	\$0	\$132,022
Payroll Taxes	\$142,600	\$76,427	\$33,482	\$252,508
Other (Please List) (Contract Labor)	\$29,552	\$0	\$0	\$29,552
Total Labor Related-Costs	\$2,419,258	\$1,417,517	\$598,173	\$4,434,948
Vehicle-Related Costs				
Tires & Tubes	\$0			\$0
Parts & Supplies (fluid, oil, etc.)	\$0			\$0
Taxes & Licenses	\$0			\$0
Other (Please List)	\$0			\$0
Total Vehicle-Related Costs	\$0	\$0	\$0	\$0
Fuel Costs	\$9,000			\$9,000
Other Costs				
Liability & Property Damage Insurance (In operations)	\$0	\$0	\$0	\$0
Equipment Insurance (In Operations)	\$0			\$0
Rent	\$1,333,000	\$0	\$0	\$1,333,000
Utilities	\$125,000	\$0	\$0	\$125,000
Telephone	\$10,000	\$0	\$0	\$10,000
Non-vehicle Related Supplies	\$600,255	\$0	\$0	\$600,255
Non-vehicle Related Taxes & Licenses	\$215,000	\$0	\$0	\$215,000
Training & Safety Programs (In operations)	\$0	\$0	\$0	\$0
Ongoing, Annual Public Education & Outreach Efforts	\$235,000			\$235,000
Uniforms (In Operations)	\$0	\$0	\$0	\$0
Bad Debt	\$235,000			\$235,000
Performance Bond	\$50,000			\$50,000
Corporate Overhead Charge (Please List)	\$199,452			\$199,452
Other (Please List)	\$687,000	\$0	\$0	\$687,000
Total Other Costs	\$3,689,707	\$0	\$0	\$3,689,707
Total Labor, Vehicle, Fuel, and Other Costs	\$6,117,965	\$1,417,517	\$598,173	\$8,133,655
Depreciation (non-route specific) and Start-Up Costs				
Vehicle Depreciation (non-route vehicles)	\$0	\$0	\$0	\$0
Other Depreciation	\$22,298	\$0	\$0	\$22,298
Initial Public Education & Outreach Efforts	\$0			\$0
Procurement Cost Reimbursement	\$0			\$0
Start-up Costs	\$0			\$0
Total Depreciation and Start-Up Costs	\$22,298	\$0	\$0	\$22,298
Lease Costs				
Facility Costs: _____ (describe)				\$0
Other Lease Costs: _____ (describe)				\$0
Total Lease Costs	\$0	\$0	\$0	\$0

Detailed Collection Cost Proposal Information

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Note to proposer: Input data in yellow shaded areas only.

Rate Period One
From July 1, 2024 through June 30, 2025

PROPOSED ALLOCATED COST	Percentage	General and	Vehicle	Container	Subtotal
		Administrative	Maintenance	Maintenance	
Total Costs to be Allocated		\$6,140,263	\$1,417,517	\$598,173	\$8,155,953
Labor, Vehicle, Fuel, & Other Costs Allocated Out					
To Residential Cart Solid Waste (6A)	29.58%	\$1,809,822	\$419,331	\$176,952	\$2,406,105
To Residential Cart Recyclable Materials (6A)	19.56%	\$1,196,563	\$277,240	\$116,992	\$1,590,795
To Residential Cart Organic Materials (6A)	4.00%	\$244,748	\$56,708	\$23,930	\$325,385
To Multi-Family/Commercial Cart Solid Waste (6B)	1.53%	\$93,904	\$21,757	\$9,181	\$124,843
To Multi-Family/Commercial Cart Recyclable Materials (6B)	4.42%	\$270,416	\$62,655	\$26,439	\$359,510
To Multi-Family/Commercial Cart Organic Materials (6B)	1.25%	\$76,253	\$17,668	\$7,455	\$101,376
To Multi-Family/Commercial Bin Solid Waste (6C)	15.33%	\$937,930	\$217,316	\$91,704	\$1,246,951
To Multi-Family/Commercial Bin Recyclable Materials (6C)	7.15%	\$437,578	\$101,386	\$42,783	\$581,747
To Multi-Family/Commercial Bin Organic Materials (6C)	2.26%	\$138,474	\$32,084	\$13,539	\$184,097
To Roll-Off C&D (6D)	0.00%	\$0	\$0	\$0	\$0
To Roll-Off Other Materials (6D)	9.17%	\$561,020	\$129,987	\$54,853	\$745,860
To Bulky Item Service (6E)	5.74%	\$351,258	\$81,386	\$34,344	\$466,987
To Large Event & Venue Service (6E)	0.00%	\$0	\$0	\$0	\$0
Total Labor, Vehicle, Fuel & Other Costs Allocated Out	100.00%	\$6,117,965	\$1,417,517	\$598,173	\$8,133,655
Depreciation and Start-Up Costs Allocated Out					
To Residential Cart Solid Waste (6A)	29.58%	\$6,596	\$0	\$0	\$6,596
To Residential Cart Recyclable Materials (6A)	19.56%	\$4,361	\$0	\$0	\$4,361
To Residential Cart Organic Materials (6A)	4.00%	\$892	\$0	\$0	\$892
To Multi-Family/Commercial Cart Solid Waste (6B)	1.53%	\$342	\$0	\$0	\$342
To Multi-Family/Commercial Cart Recyclable Materials (6B)	4.42%	\$986	\$0	\$0	\$986
To Multi-Family/Commercial Cart Organic Materials (6B)	1.25%	\$278	\$0	\$0	\$278
To Multi-Family/Commercial Bin Solid Waste (6C)	15.33%	\$3,418	\$0	\$0	\$3,418
To Multi-Family/Commercial Bin Recyclable Materials (6C)	7.15%	\$1,595	\$0	\$0	\$1,595
To Multi-Family/Commercial Bin Organic Materials (6C)	2.26%	\$505	\$0	\$0	\$505
To Roll-Off C&D (6D)	0.00%	\$0	\$0	\$0	\$0
To Roll-Off Other Materials (6D)	9.17%	\$2,045	\$0	\$0	\$2,045
To Bulky Item Service (6E)	5.74%	\$1,280	\$0	\$0	\$1,280
To Large Event & Venue Service (6E)	0.00%	\$0	\$0	\$0	\$0
Total Depreciation and Start-Up Costs Allocated Out	100.00%	\$22,298	\$0	\$0	\$22,298
Lease Costs Allocated Out					
To Residential Cart Solid Waste (6A)	29.58%	\$0	\$0	\$0	\$0
To Residential Cart Recyclable Materials (6A)	19.56%	\$0	\$0	\$0	\$0
To Residential Cart Organic Materials (6A)	4.00%	\$0	\$0	\$0	\$0
To Multi-Family/Commercial Cart Solid Waste (6B)	1.53%	\$0	\$0	\$0	\$0
To Multi-Family/Commercial Cart Recyclable Materials (6B)	4.42%	\$0	\$0	\$0	\$0
To Multi-Family/Commercial Cart Organic Materials (6B)	1.25%	\$0	\$0	\$0	\$0
To Multi-Family/Commercial Bin Solid Waste (6C)	15.33%	\$0	\$0	\$0	\$0
To Multi-Family/Commercial Bin Recyclable Materials (6C)	7.15%	\$0	\$0	\$0	\$0
To Multi-Family/Commercial Bin Organic Materials (6C)	2.26%	\$0	\$0	\$0	\$0
To Roll-Off C&D (6D)	0.00%	\$0	\$0	\$0	\$0
To Roll-Off Other Materials (6D)	9.17%	\$0	\$0	\$0	\$0
To Bulky Item Service (6E)	5.74%	\$0	\$0	\$0	\$0
To Large Event & Venue Service (6E)	0.00%	\$0	\$0	\$0	\$0
Total Lease Costs Allocated Out	100.00%	\$0	\$0	\$0	\$0
Total Allocated Out		\$6,140,263	\$1,417,517	\$598,173	\$8,155,953

Disposal/Processing Cost Proposal

West Valley Solid Waste Management Authority

Proposer Name: West Valley Collection & Recycling, LLC (a Subsidiary of Waste Connections California, Inc.)

Please provide all costs as \$/Ton effective for Rate Period One (July 1, 2024 through July 30, 2025).

Include processing residue disposal costs in "Disposal/Processing Cost"

Note to proposer: Input data in yellow shaded areas only.

Disposal/Processing Costs							
	Rate Period One (July 1, 2024 through June 30, 2025)						
	Solid Waste (WM)	Recyclable Materials	Organic Materials (WM)	Organic Materials	C&D (WM)	Bulky Items/ Reusable Materials Handling	Other (Specify)
Disposal/Processing Cost (\$/ton)	\$ 54.50	\$ -	\$ 79.84	\$ 245.00	\$ 63.51		
Disposal/Processing Facility Regulatory Fees & Taxes (list separately)							
State AB 1220 Fee							
SCC AB 939 Fee							
SCC Solid Waste Planning Fee							
City of SJ Business Tax							
City of SJ SW Enforcement Fee							
SCC HHW Fee							

Total Regulatory Fees (\$/ton)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Disposal/Processing Cost (\$/ton)	\$54.50	\$0.00	\$79.84	\$245.00	\$63.51	\$0.00	\$0.00
Processor Fee and Curbside Supplemental Revenues from CRV (\$/ton)							
(show as a negative value)							
Revenues from the Sale of Materials (\$/ton)							
(show as a negative value)							
Net Disposal/Processing Cost (\$/Ton)*	\$54.50	\$0.00	\$79.84	\$245.00	\$63.51	\$0.00	\$0.00

* If the net is a revenue, net processing cost/ton is to show as a negative amount.

Transfer Costs (if applicable)							
	Rate Period One (July 1, 2024 through June 30, 2025)						
	Solid Waste (WM)	Recyclable Materials	Organic Materials (WM)	Organic Materials	C&D (WM)	Bulky Items/ Reusable Materials Handling	Other (Specify)
Transfer Station Cost (\$/Ton)**							
Transfer Station Regulatory Fees & Taxes (list separately)							

Total Regulatory Fees (\$/ton)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Transfer Cost (\$/ton)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

** Transfer station fee to include all transfer facility-related costs and the long-haul transportation costs from the transfer station to the processing facility.

Total Disposal/Processing Costs							
	Rate Period One (July 1, 2024 through June 30, 2025)						
	Solid Waste (WM)	Recyclable Materials	Organic Materials (WM)	Organic Materials	C&D (WM)	Bulky Items/ Reusable Materials Handling	Other (Specify)
Total Net Disposal/Processing Costs Including Transfer	\$54.50	\$0.00	\$79.84	\$245.00	\$63.51	\$0.00	\$0.00

**EXHIBIT G2:
INITIAL RATES FOR COLLECTION SERVICES**

**EXHIBIT G3:
IMPLEMENTATION PLAN AND SCHEDULE**

**EXHIBIT G4:
APPROVED SUBCONTRACTORS**

EXHIBIT G4 APPROVED SUBCONTRACTORS

In accordance with Section 3.3 of the Agreement, the Authority has approved the following Subcontractors to manage the specified services and otherwise assist the Contractor in the performance of the requirements of this Agreement.

Approved Facility or Subcontractor Definition	Approved Facility or Subcontractor	Services
Approved Recyclable Materials Processing Site	Pacific Recycling Solutions, Inc.	Recyclable Materials Processing
Approved Organic Materials Processing Site	GreenWaste Recovery, LLC	Organic Materials Processing
Approved E-Waste Drop-Off Facility	GreenWaste Recovery, LLC	E-Waste, Universal Waste, Used Motor Oil, and Used Oil Filters drop off
Approved Construction and Demolition Debris Processing Facility	Zanker Materials Processing Facility or Zanker Road Landfill	C&D Processing
Approved Construction and Demolition Debris Processing Facility	Newby Island Resource Recovery Park	C&D Processing
Approved Construction and Demolition Debris Processing Facility	Premier Recycling Materials Recovery Facility	C&D Processing

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**EXHIBIT H:
PERFORMANCE BOND**

EXHIBIT I:
WAIVER APPROVAL PROCESS FLOWCHART
