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2 **FRANCHISE AGREEMENT**
3 **BETWEEN**
4 **CITY OF STOCKTON**
5 **AND**
6 **SUNRISE SANITATION, INC.**
7 **FOR**
8 **RECYCLING, ORGANICS, AND SOLID WASTE**
9 **COLLECTION, PROCESSING, AND DISPOSAL SERVICES**
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197 **Franchise Agreement**
198 **between**
199 **City of Stockton**
200 **and**
201 **Sunrise Sanitation, Inc.**
202 **for Recycling, Organics, and Solid Waste**
203 **Collection, Processing, and Disposal Services**

204 THIS FRANCHISE AGREEMENT is made and entered into as of December 19 2019 between the City
205 of Stockton, California, a municipal corporation of the State of California (hereinafter "City"), and Sunrise
206 Sanitation, Inc., (hereinafter referred to as the "Contractor").

207 **RECITALS**

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

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

213 The State of California has found and declared that the amount of refuse generated in California, coupled
214 with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the
215 need to conserve natural resources, have created an urgent need for State and local agencies to enact
216 and implement an aggressive integrated waste management program. The State has, through enactment
217 of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of
218 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of
219 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the
220 Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local
221 agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling,
222 and Composting options in order to reduce the amount of refuse that must be Disposed; and,

223 Pursuant to the City Charter, Municipal Code and, to the extent applicable, California Public Resources
224 Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require
225 that an exclusive right be awarded to a qualified Contractor to provide for the Collection of Recyclable
226 Materials, Organic Materials, and Solid Waste and other services related to meeting the City's economic
227 and environmental goals; and,

228 The City further declares its intent to approve and maintain reasonable Rates for the Collection, Recycling,
229 Processing, Composting, and/or Disposal of Recyclable Materials, Organic Materials, and Solid Waste after
230 substantial negotiations with Contractor; and,

231 The City desires, having determined that Contractor, by demonstrated experience, reputation and
232 capacity is qualified to provide for both the Collection of Recyclables Materials, Organic Materials, and
233 Solid Waste within the corporate limits of the City 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,

The City 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

Under Stockton Municipal Code section 8.04.250, the City Council of the City shall enter into a contract for the Collection, removal and Disposal of all refuse in and from the City and the collection of Rates therefor, and the City Council is authorized to enter into such contract with any terms it deems necessary to protect the best interests of the City;

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 City grants to Contractor and Contractor accepts a franchise within the corporate limits of the City, consisting of the provision of exclusive Residential services within the District specified in Exhibit M (Map of Residential Service Districts) and nonexclusive Commercial services on a City-wide basis. 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, and Solid Waste listed below from being delivered to and Collected and Transported by others, subject to the conditions for each category of materials stated below, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the City which is otherwise required by law:

A. Reserved.

B. Self-Hauled Materials. A Commercial business Owner or Occupant may, themselves or through an employee, Transport and Dispose of Recyclable Materials, Organic Materials, and Solid Waste generated in or on their own Premises, and hauled to permitted, Approved or Contingent Facilities and using exclusively their own vehicle.

C. Construction and Demolition Debris (C&D). Other Persons shall have the right to Collect C&D, provided that such Persons maintain a City-issued industrial permit as provided in the Municipal Code and the C&D was generated from a construction, demolition, alteration, or remodel project pursuant to a permit issued by the City.

- 270 **D. Donated or Sold Materials.** Any items that are Source Separated at any Premises by the Generator
271 and sold (with no net payment after applying receiving services received) or donated to other
272 Persons, including youth, civic, or charitable organizations.
- 273 **E. Edible Food.** Edible food which is provided by the Generator for the purposes of feeding people,
274 regardless of whether it is donated or a fee has been paid for other Person(s) to Collect it from the
275 Generator.
- 276 **F. Materials That Contractor Does Not Divert.** In the event that the City wishes to Divert a new
277 material that Contractor Collects for Disposal, and Contractor is unwilling or unable to do so at
278 existing Rates, the Parties shall follow the process specified in Section 3.5 A.
- 279 **G. Beverage Containers.** Containers delivered for Recycling under the California Beverage Container
280 Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- 281 **H. Materials Removed by Customer's Contractor as Incidental Part of Services.** Recyclable Materials,
282 Organic Materials, Solid Waste, and Bulky Items that collectively do not surpass ten (10) cubic yards
283 and are removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service,
284 construction contractor, Residential clean-out service) as an incidental part of the service being
285 performed, rather than as a separately contracted or subcontracted hauling service.
- 286 **I. In-Place Composting.** Organic Materials Composted or otherwise legally managed at the site where
287 it is generated.
- 288 **J. Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or
289 butcher shops, grease, or used cooking oil.
- 290 **K. Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash,
291 grit, and screenings.
- 292 **L. Excluded Waste.** Excluded Waste regardless of its source.
- 293 **M. Materials Generated by State and County Facilities.** Materials generated by State and County
294 facilities located in the City, including but not limited to the Stockton, Manteca, and Lincoln Unified
295 School Districts, provided that the Generator has arranged services with other Persons or has
296 arranged services with the Contractor through a separate agreement. Contractor shall be required
297 to remit Franchise Fees to City as provided in Section 7.1 for service provided under this Section
298 1.2.M.

299 Contractor acknowledges and agrees that the City may permit other Persons besides the Contractor to
300 Collect any and all types of materials excluded from the scope of this Franchise, as set forth above, without
301 seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are
302 servicing Collection Containers or are Collecting and Transporting Recyclable Materials, Organic Materials,
303 and/or Solid Waste in a manner that is not consistent with this Agreement or the City's Municipal Code,
304 it shall report the location, the name and phone number of the Person or company to the City's Contract
305 Manager along with Contractor's evidence. In such case, City shall notify the Generator and Person
306 providing service of Contractor's rights under this Agreement and provide a copy of such notice to
307 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 City to lawfully contract for the scope of services in a manner that is 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 City 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 City and may petition for a Rate adjustment pursuant to Section 8.4.

1.3 OBLIGATIONS OF PARTIES

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

- A. Use their reasonable Commercial efforts to enforce the exclusive nature of the franchise by the Contractor's identification and documentation of violations of the Agreement and the City's notification of Generators and collection companies reasonably believed to be violating the franchise regarding the terms of this Agreement. Notwithstanding the foregoing, City will reasonably cooperate with Contractor, but at no cost to the City, in the defense of the Contractor's exclusive franchise rights.
- 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 City 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 January 1, 2020 (Commencement Date) and continue in full force for a period of approximately ten (10) years, through and including December 31, 2029, unless the Agreement is extended in accordance with this Section or terminated pursuant to Section 10.2.

At City's sole discretion, this Agreement may be extended once without amendment for a period of no more than two (2) additional years for a total Term that does not extend beyond December 31, 2031. If City desires to extend the Agreement, City shall provide the Contractor with written notice of its decision to extend the Agreement at least one (1) year before the expiration of the initial Term and at least six (6) months before the expiration of any extended Term. Such notice by City shall specify the duration of the extension.

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.

2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City 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 City.

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 City.

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. Facility Arrangements and Permits Furnished. Contractor demonstrates it has entered into the arrangements acceptable to City that Contractor deems necessary and sufficient to ensure the ability of Approved Facilities and Contingent Facilities to accept all Discarded Materials Collected under this Agreement, and for the Term of this Agreement. Contractor has provided City with copies of all permits necessary for operation of all Approved Facilities and Contingent Facilities owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.

E. Legal Challenge and Referendum. Contractor understands and acknowledges that the award of this Agreement and related decisions may be subject to review and repeal by the City's citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such as referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenge and Referendum"). For purposes of this Section 2.2.E, "Legal Challenge and Referendum" expressly excludes any claims arising from or brought under California Constitution Article XIII D. Accordingly, this Agreement shall not become effective until the City reasonably determines that (1) any Legal Challenge and Referendum that had been initiated as of the time of such determination have been resolved in favor of the City's award of this Agreement to Contractor, and (2) the deadline to initiate any additional Legal Challenge and Referendum has expired; provided, however, that Contractor shall be entitled to rescind this Agreement upon thirty (30) days' prior written notice to the City if such determination is not made by (insert date when determined). To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City of

Stockton, 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 Challenge and Referendum. In the event of any election regarding a Legal Challenge and Referendum, City shall meet and confer with Contractor to determine if the City will hold an election on the Referendum. Contractor shall have the option of asking the City not to contest the Referendum. If City decides to conduct an election, Contractor shall reimburse City for its reasonable costs of doing so.

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 generated by and placed for Collection by Customers pursuant to the requirements of Article 4 and Exhibit B (Direct Services);
- B. Providing Customers with "Additional Collection" services as provided in Article 4 and Exhibit B (Direct Services);
- C. Providing City with "City Facility" services as provided in Article 4 and Exhibit B (Direct Services);
- D. Transporting Collected materials to the appropriate Approved or Contingent Facilities pursuant to the requirements of Article 4 and Exhibit B (Direct Services);
- E. Processing Collected Recyclable Materials at the appropriate Approved or Contingent Facilities pursuant to the requirements of Article 4 and Exhibit B (Direct Services);
- F. Providing street sweeping pursuant to the requirements of Section 4.4.5 and Exhibit K (Street Sweeping Services);
- G. Performing all other services required by this Agreement including, but not limited to, the Customer billing, public education, Customer service, record keeping, and reporting provisions of Articles 4 and 6 and Exhibits C (Public Education and Outreach Requirements) and Exhibit D (Reporting Requirements);
- H. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;
- I. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City Fees), and utilities;
- J. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times and consistent with Contractor's standard policies and procedures; as documented in Contractor's policy materials; and,
- K. 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 AND CONTINGENT FACILITIES

Contractor has designated, and the City has approved use of the Approved Facilities and Contingent Facilities identified in Exhibit G5 (Approved and Contingent Facilities, and Subcontractors). Subject to reporting requirements of Article 6 and Exhibit D (Reporting Requirements), Contractor may use a Contingent Facility in lieu of, or in addition to an Approved Facility, for any reason, to fully meet the Transfer, Processing, and/or Disposal requirements of Article 4 during the Term of the Agreement. The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities and Contingent Facilities proposed by Contractor, for the purposes of Transferring, Processing and/or Disposing of all Recyclable Materials, Organic Materials, Solid Waste, and other materials Collected in the City. 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. Contractor is solely responsible for ensuring that all Approved Facilities are in full compliance with Applicable Law and with the insurance requirements of Section 9.2, regardless of whether Approved Facilities are operated by Contractor, by a Subcontractor(s) that is an independent third party, or an affiliate or related party with shared or related ownership with Contractor.

Prior to the Effective Date, Contractor shall enter into such contractual or other arrangements as Contractor deems necessary to ensure Approved Facilities and Contingent Facilities are fully available on the Commencement Date and throughout the Term in compliance with the requirements of this Agreement. For Approved Facilities and Contingent Facilities owned by Subcontractors, Contractor shall enter into Subcontracts meeting the requirements of this Section 3.2 and of Section 3.3, subject to review by the City. Exhibit G2 (Cost Basis for Proposal) identifies initial annual per-Ton tip fees (inclusive of all expenses including Transport and government fees) for use of all Approved Facilities and Contingent Facilities identified in Exhibit G5 (Approved and Contingent Facilities, and Subcontractors). Contractor shall be compensated based on the applicable Approved Facility per-Ton tip fees as adjusted pursuant to Section 8.2. Contractor shall be compensated based on the applicable Contingent Facility per-Ton tip fee as adjusted pursuant to Section 8.2, should Contractor be directed by City to use a Contingent Facility, or should Contractor determine it must use a Contingent Facility due to circumstances beyond its reasonable control and notifies City prior to the use of Contingent facility. Contingent Processing Facilities must provide a directly comparable level of service as the Approved Processing Facilities. Arrangements with Contingent Facilities must ensure that following Contractor notice, applicable Discarded Materials can be delivered to a Contingent Facility within mandated material delivery or onsite maximum storage times for given materials, whichever is less. As provided in Section 8.4.B, Contractor Compensation and Rates are not subject to adjustment to reflect changes in Contractor expenses related to variations in relative use of Approved Facilities and Contingent Facilities.

3.3 SUBCONTRACTING

Contractor shall not engage any Subcontractors for Collection, Transportation, or Processing of Recyclable Materials, Organic Materials, or Solid Waste, or for street sweeping services, without the prior written consent of City Contract Manager. As of the Effective Date of this Agreement, City has approved Contractor's use of those Subcontractors identified in Contractor's Proposal, included herein as Exhibit G5

(Approved and Contingent Facilities, and Subcontractors). Contractor shall enter into subcontracts with all Subcontractors, for City review and approval for adherence to the requirements that Subcontractors file insurance certificates with the City, name City as an additional insured, and comply with all material terms of this Agreement. If the Contractor plans to engage other affiliated or related party entities in the provision of services, Contractor shall provide City 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. Sections 4.1 and 4.2 contain additional, specific requirements related to Contractor use of third party Processing Facilities.

3.4 RESPONSIBILITY FOR MATERIALS

Once Recyclable Materials, Organic Materials, and/or Solid Waste are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Waste, if the Contractor can identify the Generator pursuant to Section 5.8.B. Once Recyclable Materials, Organic Materials, and/or Solid Waste are deposited by Contractor at the appropriate Approved or Contingent Facility, such materials shall become the responsibility of the Owner or operator of the Approved or Contingent Facility with the exception of Excluded Waste pursuant to Section 5.8.C. Notwithstanding the foregoing, under no circumstances will Contractor take ownership or title to Excluded Waste, which shall remain with the Generator at all times even if the Generator cannot be initially located.

Responsibility for Excluded Waste that has been inadvertently Collected by the Contractor shall remain with the Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

3.5 CITY-DIRECTED CHANGES TO SCOPE

A. Change to Existing Service. City may require a proposal from Contractor, consistent with the requirements of Section 8.4, to establish the scope of any modification to existing services (which may include use of Approved Facilities and Contingent Facilities) to be provided under this Agreement. In such case, Contractor shall present, within thirty (30) calendar days of City's request, unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services. City shall review the Contractor's proposal for the change in scope of services. City and Contractor may meet and confer to 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 City and Contractor are unable to agree on terms and conditions, including compensation adjustments, of such services within ninety (90) calendar days from City receipt of Contractor's proposal for such services, the matter shall be subject to the dispute resolution procedures in Subsections 10.9.A-B if the change will result in decreased revenue or increased costs to the Contractor of more than fifty thousand dollars (\$50,000) or if the Parties are in dispute regarding whether the change results in that amount of revenue loss or increased costs. If the Parties agree or the dispute resolution process determines that the revenue loss or increased costs to Contractor is less than fifty thousand dollars (\$50,000), the City may permit other Persons to provide such services without additional compensation to Contractor. If the Parties agree or the dispute resolution process determines that the revenue loss or increased costs to Contractor is greater than fifty thousand dollars (\$50,000), Contractor shall be entitled to adjustments in compensation, consistent with the requirements of Section 8.4. Nothing herein shall prevent the

City from soliciting cost and operating information from other Persons in order to inform the City's evaluation of Contractor's proposal.

- B. New Services.** At any time during the Term of this Agreement, the City may solicit proposal from other Persons for services not contemplated under this Agreement. In the event that contracting with other Persons for such services will reduce Contractor's Compensation under this Agreement, as described in Article 8, the Contractor shall be offered the opportunity to match any other Person's proposed pricing, and to be awarded the added scope of services. However, nothing in this Agreement shall prevent the City from contracting with other Persons in the event that Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person.

3.6 MUNICIPAL ENFORCEMENT

Contractor shall maintain familiarity with all City ordinances and provisions of the Municipal Code related to the provisions of the Agreement, and shall as requested, assist the City in its enforcement responsibilities by promptly notifying the City Contract Manager of any third party violations of these ordinances and Municipal Code observed by Contractor, and by promptly providing City with any related information and evidence that it may have.

The City recognizes that Contractor may initiate any and all legal and administrative proceedings available to Contractor under Applicable Law to obtain an injunction, damages, civil penalties, attorney's fees and costs and / or other relief against parties in violation of this Franchise Agreement.

ARTICLE 4. SCOPE OF SERVICES

Contractor shall perform the Recyclable Materials, Organic Materials, Solid Waste, and Bulky Item 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 (Direct Services). 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 COLLECTION AND POST-COLLECTION

- A. Collection.** Contractor shall provide Recyclable Materials Collection services as described in Exhibits B1 (Residential Services) and B2 (Multi-Family and Commercial Services) and as provided in Exhibit N (SB 1383 Requirements) pursuant to Section 4.2.F. Residential Customers receive Cart service, and may request Drop Box service, as provided in Exhibit B1 (Residential Services). Multi-Family and Commercial Customers may choose from a range of Cart, Bin, Drop Box and Compactor sizes as provided in Exhibit B2 (Multi-Family and Commercial Services).

- B. Transfer.** In the event Contractor plans to Transport Recyclable Materials to the Approved or Contingent Transfer Facility, the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved or Contingent Recyclable Materials Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the Approved and Contingent Transfer Facilities in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to City Contract Manager. If the Contractor is unable to use the

541 Approved or Contingent Transfer Facilities, then the Contractor shall be responsible for making
542 other Transportation arrangements. In such event, Contractor shall not be compensated for any
543 additional costs.

544 **C. Processing.** Contractor shall Transport and deliver all Source Separated Recyclable Materials placed
545 by Customers in Recyclable Material Containers in the City to the Approved or Contingent
546 Recyclable Materials Processing Facility. All tipping fees and other costs associated with
547 Transporting to and Processing of such Recyclable Materials at the Approved or Contingent
548 Recyclable Materials Processing Facility and Disposing of the Residue as required in Section 4.1.E
549 below shall be paid by Contractor.

550 Contractor guarantees sufficient combined capacity at the Approved and Contingent Recyclable
551 Materials Processing Facilities to Process all Source Separated Recyclable Materials Collected by
552 Contractor under this Agreement throughout the Term of the Agreement, including during any
553 period during which either the Approved or the Contingent Facility is unable to process Recyclable
554 Materials.

555 Contractor shall be required to ensure its Approved or Contingent Recyclable Materials Processing
556 Facility complies with requirements described in Section 18982.a.14.5 of SB 1383 (Designated
557 Source Separated Organic Waste Facility). If Contractor is unable to achieve these performance
558 levels, Contractor shall provide written notice to the City, documenting the reasons for the inability
559 to achieve these performance levels, and suggested steps to improve performance. The Parties shall
560 meet and confer to discuss Contractor's submittal. However, the request to meet and confer does
561 not absolve Contractor of the obligation to continue to comply with all applicable provisions of this
562 Agreement in taking all necessary steps to meet the performance levels, subject to an adjustment
563 in compensation, should Contractor demonstrate the need to incur significant added cost due to
564 modification of existing equipment, purchase of new equipment, or the addition of one or more
565 full-time equivalent staff positions as provided in Article 8. It is City expectation that Contractor will
566 meet increased labor needs equal to less than a full-time equivalent position using existing staff,
567 with overtime as necessary. In reviewing Contractor's submittal, City may, among other actions,
568 review the annual compilation of waste composition data from sampling conducted as provided in
569 Exhibit E, and as submitted by Contractor pursuant to Exhibit D (Reporting Requirements). City may
570 require that, at no cost to the City, Contractor provide updated waste composition data reflecting
571 then-current conditions.

572 If the Organic Materials (including Recyclable Materials considered Organic Materials under SB
573 1383) present in the Prohibited Container Contaminants from such sampling data exceeds the
574 allowance for any sampling performed in Exhibit E (Discarded Material Composition Analysis and
575 Recyclable Material Commodities), Contractor is required to present a remedial plan to the City.
576 City may review, and may require modified or additional remedies that are in use by other California
577 communities facing similar challenges. Contractor shall be required to implement the remedial plan,
578 subject to an adjustment in compensation as provided in Article 8 should Contractor demonstrate
579 the need to incur significant added cost due to modification of existing equipment, purchase of new
580 equipment, or the addition of one or more full-time equivalent staff positions. It is City expectation
581 that Contractor will meet increased labor needs equal to less than a full-time equivalent position
582 using existing staff, with overtime as necessary. At the end of the implementation period,
583 Contractor shall provide the results of another sampling study, consistent with Exhibit E (Discarded
584 Material Composition Analysis and Recyclable Material Commodities), to determine if the required

improvement was effective in achieving the required performance levels. During the pendency and implementation of the remedial plan, which shall not exceed 180 days, Contractor shall be relieved of their obligation (and any attendant LDs or breach of contract) to achieve the performance standard. However, if Contractor fails to implement the remedial plan or the remedial plan fails to accomplish the goal, the City shall reserve all rights and remedies.

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

If Contractor is unable to use the Approved or Contingent Recyclable Materials Processing Facilities due to an emergency or sudden and unforeseen closure of the either 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 City 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 both the Approved and Contingent Recyclable Materials Processing Facilities 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 City 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 month period, the use of such Processing Facility shall be subject to approval by the City Contract Manager. The City Contract Manager may, in their reasonable discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility, unless the requested use of a Contingent Recyclable Materials Processing Facility is the result of the permanent closure of the Approved Recyclable Materials Processing Facility in which case City Contract Manager shall unconditionally approve the request. In the event that the City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable alternative Processing Facility.

If the need to use the alternative Processing Facility is discretionary or for reasons within Contractor's, or its Processing Facility Subcontractor'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 Site results from reasons beyond Contractor's, or its Subcontractor's, reasonable control (excluding business closure), City shall adjust, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with use of the alternative Processing Facility.

The performance of Recyclable Materials commodity markets shall not be considered an acceptable basis for the need to use an alternative Processing Facility nor shall it serve as the basis for any adjustment in Contractor's Compensation under this Agreement, other than as specifically contemplated in Article 8 to this Agreement. In the event that a change in the Processing Facility results in increased costs that may lead to any adjustment in Contractor's Compensation, City 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 or Contingent Recyclable Materials Processing Facility without City's written approval, which may not be unreasonably withheld. City's consideration of the requested change will include review of the facility's regulatory history, distance to the facility (when compared with existing Approved and/or Contingent Facilities), and Diversion performance (recovery and Residue rates) relative to that of similar facilities. If Contractor elects to use a Recyclable Materials Processing Facility that is different than the initial Approved or Contingent Recyclable Materials Processing Facility, it shall request written approval from the City Contract Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site.

Contractor shall observe and comply with all regulations in effect at the Approved and Contingent Recyclable Materials Processing Facilities and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable Materials. Contractor shall actively work with the Approved and Contingent Recyclable Materials Processing Facility operators throughout the Term of this Agreement to ensure the Processing Facility remains within the limits established by SB 1383 or other Applicable Law.

D. Marketing. The Contractor shall be responsible for ensuring that Processed Recyclable Materials are marketed. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Contractor's Recyclable Materials Processors shall market all materials at the highest economically efficient grade or packaging of material. The marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials.

In the event that Contractor believes it will be unable to identify commercially viable markets for any type of accepted Recyclable Material under this Agreement, Contractor shall notify City no less than twenty (20) Business Days before commodity storage capacity is exhausted at the Approved or Contingent Recyclable Materials Processing Facility. Upon such notice, City shall temporarily permit the Disposal of such materials if, and only if: 1) the City is able to verify the lack of commercially viable markets is both legitimate and not within the control of the Approved or Contingent Recyclable Materials Processing Facility, (for example without Contractor demonstrating the need to incur significant added cost due to modification of existing equipment, purchase of new equipment, the addition of one or more full-time equivalent staff positions (with increased labor needs equal to less than a full-time equivalent position to be met using existing staff, with overtime as necessary)); 2) the Approved or Contingent Recyclable Materials Processing Facilities would face substantial risk of violating their permits related to storage of materials; 3) Contractor or Approved and Contingent Recyclable Materials Processing Facility has not lowered grading of the commodity or its packaging during the Term of the Agreement such that the commodity no longer has a commercially viable market, for example, if Contractor stops sorting for white ledger paper and starts combining white ledger into mixed paper soft pack; 4) there is no positive value grade available for the commodity; and, 5) the allocation of Disposal from the Approved or Contingent Recyclable Materials Processing Facility is equitably applied to all users of the applicable facility on the basis of inbound Tonnage and/or community-specific waste characterization studies.

For the purposes of this section, "commercially viable markets" shall mean any market where the net cost, on a per-Ton basis, of sending the subject material to a non-Disposal market exceeds thirty dollars (\$30). This net cost excludes the cost of Processing, and shall be calculated as the sum of

the per-Ton cost to market the material, after accounting for Transportation cost and the CRV value. To demonstrate that a commercially viable market is not available for the specific commodity, Contractor shall submit, with its notice, Contractor's actual material-specific cost data for the most recent six (6) month period. In reviewing Contractor's submittal, City may consider the annual waste composition data developed by Contractor as provided in Exhibit E (Discarded Material Composition Analysis and Recyclable Material Commodities) and submitted by Contractor pursuant to the reporting requirements of Exhibit D (Reporting Requirements), and may require that at no cost to the City, Contractor provide updated waste composition data reflecting then-current conditions. Recyclable Material for which Contractor received temporary approval from the City to Dispose shall be separately tracked as Disposed Recyclables.

Contractor shall notify City should net market revenue for mixed paper (excluding Processing cost and Transport cost) reach or exceed seventy-five dollars (\$75) per-Ton. Should this occur, Contractor shall adjust the then-applicable Approved Recyclable Materials Processing Facility and Contingent Recyclables Processing Facility tip fees commensurate with the change in revenue for all Recyclable Material types compared to market conditions in October 2019. Alternatively, City may elect to receive the value of such a change in the form of a periodic payment to the City.

As provided in Exhibit D (Reporting Requirements), Contractor's annual report shall describe the ongoing status of any material that City agrees to remove from the accepted Recyclable Materials list. For any such material that no longer meets the criteria of this Section 4.1.D for removal from the accepted Recyclable Materials list, and upon City direction, Contractor shall promptly return the material to the accepted Recyclable Materials list.

- E. 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 at Contractor expense. Residue delivered for Disposal shall not knowingly include any Excluded Waste. Excluded Waste in the Residue will be Disposed of in accordance with Applicable Law.

4.2 ORGANIC MATERIALS COLLECTION AND POST-COLLECTION

- A. Collection.** Contractor shall provide Organic Materials Collection services as described in Exhibits B1 (Residential) and B2 (Multi-Family/Commercial). Residential Customers receive Cart service, and may request Drop Box service, as provided in Exhibit B1 (Residential Services). Multi-Family and Commercial Customers may choose from a range of Cart, Bin, Drop Box and Compactor sizes as provided in Exhibit B2 (Multi-Family and Commercial Services). Contractor shall actively engage with Customers to monitor participation, identify Contamination, and utilize those mechanisms available under this Agreement including, but not limited to, educational notices, Contamination surcharges, and refusal of Collection to minimize Contamination of the Organic Materials by Customers.

- B. Transfer.** In the event that Contractor plans to Transport Organic Materials to the Approved or Contingent Transfer Facility, 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 Approved and Contingent Transfer Facilities in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to City Contract Manager. If the Contractor is unable to use the

Approved or Contingent Transfer Facilities, then the Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs.

- C. Processing.** Contractor shall Transport and deliver all Source Separated Organic Materials placed by Customers in Organic Material Containers in the City to the Approved or Contingent Organic Materials Processing Facility. All tipping fees and other costs associated with Transporting to, Processing of such Organic Materials at the Approved or Contingent Organic Materials Processing Facility, and Disposing of the Residue as required in Section 4.2.E below shall be paid by Contractor.

Contractor guarantees sufficient combined capacity at the Approved and Contingent Organic Materials Processing Facilities to Process all Source Separated Organic Materials Collected by Contractor under this Agreement throughout the Term of the Agreement, including during any period during which either the Approved or the Contingent Facility is unable to process Organic Materials.

The Organic Materials Processing Facility(ies) shall be responsible for preparing materials for Processing, which shall include but is not necessarily limited to, removal of visible physical contaminants such as plastic, glass, metal, and chemicals prior to size reduction. Beginning in January 2022, Contractor shall be required to ensure its Approved or Contingent Recyclable Materials Processing Facility complies with requirements described in Section 18982.a.14.5 of SB 1383 (Designated Source Separated Organic Waste Facility). If Contractor is unable to achieve these performance levels, Contractor shall provide written notice to the City, documenting the reasons for the inability to achieve these performance levels, and suggested steps to improve performance. The Parties shall meet and confer to discuss Contractor submittal. However, the request to meet and confer does not relieve Contractor of the obligation to continue to comply with all applicable provisions of this Agreement in taking all necessary steps to meet the performance levels, subject to an adjustment in compensation should Contractor demonstrate the need to incur significant added cost due to modification of existing equipment, purchase of new equipment, or the addition of one or more full-time equivalent staff positions, as provided in Article 8. It is the City's expectation that Contractor will meet increased labor needs equal to less than a full-time equivalent position using existing staff, with overtime as necessary. In reviewing Contractor's submittal, City may, among other actions, require that at no cost to the City, Contractor conduct and provide City-specific Organics Processing composition data for Remnant Organic Materials from material sent to landfill, to the City reflecting then-current conditions and using the protocol contained in Exhibit E (Discarded Material Composition Analysis and Recyclable Material Commodities).

In the event that "overs" includes appreciable quantities of Remnant Organic Materials, as determined by or visual assessment by the City, the Organic Material Processing Facility shall be required to re-grind large woody "overs" and reintroduce them into the Composting process in order to increase the recovery of that material. Should Contractor be unable to use either the Approved or Contingent Organic Materials Processing Facility to Process Organic Materials to meet the performance levels and/or to be in compliance with SB 1383 or other Applicable Law, City may direct Contractor to use an alternative Organics Processing Facility, for which Contractor would receive additional compensation to the extent there is a net increase in total costs including tip fee and Transport.

During the pendency and implementation of the remedial plan, which shall not exceed 180 days, Contractor shall be relieved of their obligation (and any attendant LDs or breach of contract) to achieve the Residue standard. However, if Contractor fails to implement the remedial plan or the remedial plan fails to accomplish the goal, the City shall reserve all rights and remedies.

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

If Contractor is unable to use the Approved or Contingent Organic Materials Processing Facilities due to an emergency or sudden and unforeseen closure of the either Processing Facility, Contractor may use an alternative Processing Facility provided that the Contractor provides written notice to City 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 both the Approved and Contingent Organic Materials Processing Facilities 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 City 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 month period, the use of such Processing Facility shall be subject to approval by the City Contract Manager. The City Contract Manager may, in their reasonable discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. In the event that the City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable alternative 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 Site results from reasons beyond Contractor's reasonable control, City 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 that may lead to any adjustment in Contractor's Compensation, City 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 or Contingent Organic Materials Processing Facility without City's written approval, which may be withheld in the City's reasonable discretion. If Contractor elects to use an Organic Materials Processing Facility that is different than the initial Approved or Contingent Organic Materials Processing Facility, it shall request written approval from the City Contract Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site.

Contractor shall observe and comply with all regulations in effect at the Approved and Contingent Organic Materials Processing Facilities and cooperate with and take direction from the operator thereof with respect to delivery of Organic Materials. Contractor shall actively work with the

Approved and Contingent Organic Materials Processing Facility operators throughout the Term of this Agreement to ensure Contractor meets its obligations under this Agreement and to assist the facility in being in compliance with the contamination limits as established by SB 1383, or other Applicable Law.

D. Marketing. The Contractor shall be responsible for ensuring that Processed Organic Materials are marketed to provide Diversion credit. Contractor's marketing activities related to Organic Material products shall not result in Diverted Organic Materials being counted as Disposal under Applicable Law. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established under Applicable Law. Where practical, the marketing strategy should include use of local markets for Organic Materials.

E. Residue Disposal. Residue from the Processing of Organic Materials Collected under this Agreement at the Approved Organic Materials Processing Facility, which cannot be marketed, shall be Disposed of by Contractor at Contractor expense. Residue delivered for Disposal shall not knowingly include any Excluded Waste. Excluded Waste in the Residue will be Disposed of in accordance with Applicable Law.

F. SB 1383. It is the City's intent that the City will take primary responsibility for compliance with the jurisdictional requirements of SB 1383. City anticipates that Contractor will be required to assist the City with specific aspects of compliance with SB 1383, as identified in the Agreement. Exhibit N (SB 1383 Requirements) summarizes specific areas identified in the Agreement in which the City is requiring, or may require Contractor assistance. Exhibit N (SB 1383 Requirements) further defines those areas of Contractor responsibility for which services are to be provided within current compensation, and those for which Contractor may be eligible for an adjustment in compensation as provided in Section 8.4 due to a change in scope as provided in Section 3.5. City and Contractor responsibilities identified Exhibit N (SB 1383 Requirements) and elsewhere in the Agreement reflect CalRecycle's June 2019 draft regulations. The Parties shall meet and confer following promulgation of final SB 1383 regulations to identify any necessary changes to the Contractor's SB 1383 assistance responsibilities described in Exhibit N (SB 1383 Requirements) and elsewhere in this Agreement, and periodically thereafter as necessary. The Parties acknowledge that changes in the final SB 1383 regulations or written Administrative interpretation thereof, relative to the June 2019 draft regulations, will result in an upward or downward adjustment in compensation as provided in Article 8 to the extent Contractor demonstrates the need to incur fifty thousand dollars (\$50,000) or more in added cost or City identifies cost savings of fifty thousand dollars (\$50,000), as necessary to comply with SB 1383 requirements contained in the Agreement.

4.3 SOLID WASTE COLLECTION AND POST-COLLECTION

Contractor shall provide Solid Waste Collection services as described in Exhibits B1 (Residential) and B2 (Multi-Family/Commercial). Residential Customers receive Cart service, and may request Drop Box service, as provided in Exhibit B1 (Residential Services). Multi-Family and Commercial Customers may choose from a range of Cart, Bin, Drop Box and Compactor sizes as provided in Exhibit B2 (Multi-Family and Commercial Services).

Contractor acknowledges that City is committed to Diverting materials from Disposal through the implementation of Source Reduction, reuse, Recycling, Composting, and other programs, and that City may implement new programs, with or without the involvement of the Contractor, that may impact the

overall quantity or composition of Solid Waste to be Collected by Contractor. Except as contemplated in Section 3.5, 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.

In the event Contractor plans to Transport Solid Waste to the Approved or Contingent Transfer Facility, the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved or Contingent Disposal Facility. Contractor shall keep all existing permits and approvals necessary for use of the Approved and Contingent Transfer Facilities in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to City Contract Manager. If the Contractor is unable to use the Approved Transfer Facility, 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 City prior to making the change.

Contractor shall Transport all Solid Waste Collected in City to the Approved or Contingent Disposal Facility. Contractor shall pay all costs associated with Transportation and Disposal of Solid Waste including payment of any gate fees charged at the Approved or Contingent Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Approved or Contingent Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Solid Waste.

4.4 INCLUDED SERVICES

4.4.1 Extra Service Stickers

Contractor shall provide each Residential Customer with twelve (12) Extra Service Stickers to be used for Collection of Solid Waste, Recyclable Material, and/or Organics Material in excess of Customer's Service Level. Collection of such extra material shall occur on Customer's regular service day. Contractor will Collect up to twelve (12) Collection Service extra service items per year from each Residential Customer without additional charge or compensation. Contractor shall provide Extra Service Stickers to Residential Customers through the mail. The Contractor shall maintain a sufficient inventory of Extra Service Stickers to accommodate additional Solid Waste. Contractor shall provide a method for identifying which excess services are being used by the Customer and shall segregate the overages appropriately. Further detail is provided in Exhibits B1 (Residential).

4.4.2 Clean Sweep by Appointment

Clean Sweep by Appointment services shall be provided once per year, as approved by the City Contract Manager, pursuant to Exhibits B1 (Residential) and B2 (Multi-Family/Commercial). Contractor shall make reasonable efforts to schedule Clean Sweep by Appointment Collections on a day that is convenient to the Customer. Contractor shall Transport all Bulky Items Collected under this Agreement to the Approved Disposal Facility. Contractor shall pay all costs associated with Transporting and Processing Bulky Items. Contractor shall observe and comply with all regulations in effect at the Approved Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Bulky Items.

4.4.3 Christmas Tree Collection

Contractor shall provide Christmas Tree Collection, Transportation, and Processing or Disposal service, as described in Exhibits B1 (Residential) and B2 (Multi-Family/Commercial).

4.4.4 Leaf Season

Contractor shall provide leaf season Collection, Transportation, and Processing or Disposal service, as described in Exhibit B1 (Residential Services).

4.4.5 Street Sweeping

Contractor, or Contractor's Subcontractor, shall provide the street sweeping services described in Exhibit K (Street Sweeping Services), in accordance with the provisions contained therein.

4.5 ADDITIONAL SERVICES

4.5.1 On-Call Bulky Item Collection

On-Call Bulky Item Collection services shall be available at authorized Rates, pursuant to Exhibits B1 (Residential Services) and B2 (Multi-Family and Commercial Services). Contractor shall make reasonable efforts to schedule On-Call Bulky Item Collections on a day that is convenient to the Customer. Contractor shall Transport all Bulky Items Collected under this Agreement to the Approved Disposal Facility. Contractor shall pay all costs associated with Transporting and Processing Bulky Items. Contractor shall observe and comply with all regulations in effect at the Approved Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Bulky Items.

4.5.2 Disabled Residential Customers Alternative Service Location

Contractor shall provide alternative service location for disabled Residential Customers in accordance with Exhibit B1 (Residential Services).

4.5.3 Drop Box Service

Contractor shall provide Drop Box service for Residential Customers in accordance with Exhibit B1 (Residential Services).

4.5.4 Yard Trimming Service

Contractor shall provide Yard Trimming service for Residential Customers in accordance with Exhibit B1 (Residential Services).

4.5.5 Overages

Contractor shall remove all spillage from non-overloaded Containers occurring during Collection. For purposes of this section, Customer-caused "Overage(s)" are defined as (i) Solid Waste, Recyclable Materials or Organic Materials exceeding its Container's intended capacity such that the Container's lid is lifted by at least four inches, or (ii) Solid Waste, Recyclable Materials or Organic Materials placed on top of or in the immediate vicinity of the Container. Contractor shall document Customer-caused overages with still pictures or video, and will notify the Customer of the overage through the application of a Cart tag, by electronic communication, or phone call, provided that if Contractor does not possess an email address or phone number for the Customer, Contractor may provide a written communication, which shall include a request for an email address or phone number for future notifications. Contractor may, at its discretion Collect the Container as Recyclable Materials, Organic Materials, or as Solid Waste. Contractor shall immediately charge the Customer the City-approved overage fee. The Customer will receive, upon request of Customer or the City, one courtesy waiver of the overage fee. Contractor may increase Customer's Solid Waste Service Level by one Container size or by one frequency of Collection if

921 Customer has three (3) or more overage charges in any three (3) month period, or as otherwise
922 determined by City Contract Manager.

923 **4.5.6 Collection of Contaminated Containers**

924 Contractor shall document Contamination with still pictures or video, and will notify the Customer of the
925 Contamination through the application of a Cart tag, by electronic communication, or phone call, provided
926 that if Contractor does not possess an email address or phone number for the Customer, Contractor may
927 provide a written communication, which shall include a request for an email address or phone number
928 for future notifications. Contractor may, at its discretion Collect the Container as Recyclable Materials,
929 Organic Materials, or as Solid Waste. Contractor shall immediately charge the Customer the City-approved
930 Contamination fee. The Customer will receive, upon request of Customer or the City, one courtesy waiver
931 of the Contamination fee. Contractor may increase Customer's Solid Waste Service Level by one Container
932 size or by one frequency of Collection if Customer has three (3) or more Contamination charges in any
933 three (3) month period, or as otherwise determined by City Contract Manager.

934 Within six (6) months of the Commencement Date, the Parties shall meet and confer to review the
935 Contamination program as described in this Section 4.5.6 and Exhibit B (Direct Services), including
936 assessing the effectiveness of the program in deterring Generators from Contaminating Containers set-
937 out for Collection and determining whether the Contamination charges provided in Exhibit G3 (Initial
938 Rates for Collection Services) are being used, and are set at a level that provides an adequate deterrent
939 without generating significant revenue.

940 **4.6 SERVICE EXEMPTIONS**

941 Upon Customer request, and written approval from the City Contract Manager, Contractor shall cease
942 providing (and collecting payment for) Collection services to a Premises which is anticipated to be vacant
943 for no less than thirty 30 days. In addition, upon written direction from the City Contract Manager,
944 Contractor shall modify or otherwise cease providing Collection services to Customers requesting other
945 service exemptions, provided that such Customers consistently demonstrate the ability to responsibly
946 manage Discarded Materials generated at the Premises in question, in a manner consistent with
947 Applicable Law.

948 **4.7 DOWNTOWN REDEVELOPMENT AREA**

949 Contractor shall provide Collection, Transportation, and Processing or Disposal service for the downtown
950 redevelopment area, as described in Exhibit B3 (Downtown Redevelopment Area).

951 **4.8 CITY SERVICES**

952 Contractor shall provide Collection, Transportation, and Processing or Disposal service for City facilities
953 and shall provide on-call Drop Box service, as described in Exhibit B4 (City Services).

954 **4.9 COMMUNITY SERVICES**

955 Contractor shall provide the additional community services, as described in Exhibit B5 (Community
956 Services):

4.9.1 Public Litter Receptacles

Contractor shall provide Collection, Transportation, and Processing or Disposal service for Public Litter Receptacles, as described in Section 5.6 and Exhibit B5 (Community Services).

4.9.2 Community Cleanup Events

Contractor shall provide Collection, Transportation, and Processing or Disposal service for community cleanup events, as described in Exhibit B5 (Community Services).

4.9.3 Code Enforcement Cleanups

Contractor shall provide Collection, Transportation, and Processing or Disposal service for code enforcement cleanups, as described in Exhibit B5 (Community Services).

4.9.4 Special Events

Contractor shall provide Recyclable Materials, Organic Materials, Solid Waste services, and other services as provided in Exhibit B5 (Community Services), to up to five (5) special events, examples of which are identified in Exhibit B5 (Community Services), per Rate Period at no cost to the event or City. Contractor shall provide the special event services to other events that are sponsored by City upon thirty (30) calendar days advance request by the City Contract Manager at the authorized Rates.

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

City-authorized Rate schedule shall note that for special events which are not identified in Exhibit B5 (Community Services) or otherwise hosted or sponsored by the City, Contractor shall provide the above-described special event services at the request of the event organizer.

4.9.5 Recycling Drop-Off Events

Contractor shall provide Collection, Transportation, and Processing or Disposal service for recycling drop-off events, as described in Exhibit B5 (Community Services).

4.9.6 Emergency Services

Contractor shall provide emergency services, as described in Exhibit B5 (Community Services).

4.9.7 Provision of Compost Product

Contractor shall provide Compost products, as described in Exhibit B5 (Community Services).

4.10 CUSTOMER SERVICE AND BILLING

4.10.1 Customer Service Program Requirements

A. Contractor's Customer Service Center and Availability of Representatives. Contractor shall maintain a Customer service center within San Joaquin County limits. Representatives of the Contractor who are knowledgeable of the service area, services, and Rates shall be available at the Customer service center from 8 a.m. to 5 p.m. Monday through Friday to communicate with the public by telephone. Contractor shall maintain a local or toll-free telephone number which it shall

publicize. During periods of exceptionally high call volume or in an emergency, Customer phone calls may roll-over to an off-site call center. Should either circumstance occur, the Contractor will notify the City immediately.

Contractor shall also maintain an after-hours telephone number allowing twenty-four (24) hour per day access to Contractor management by City 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.

B. Telephone. City shall secure, and Contractor shall use, pay all costs incurred by, and maintain during the Term of this Agreement, a toll-free phone number which shall serve as the primary point of contact between Contractor and the public during normal business hours. Upon expiration or early termination of this Agreement, the City shall retain the control of the toll free phone number. The Contractor shall provide the City with a separate emergency telephone number for use by the City Contract Manager outside normal business hours. The Contractor shall have contact with such representative, available at the emergency telephone number during all hours other than normal office hours.

Contractor shall maintain a telephone system in operation from 8 a.m. to 5 p.m. and shall have sufficient equipment in place and staff, or an answering service to handle the volume of calls experienced on the busiest days and such telephone equipment shall be capable of recording the responsiveness to calls. Contractor's telephone system shall offer Customers who have been placed on-hold to opt to leave a voice message or email, rather than remain on-hold. In the event that Contractor's telephone customer service performance falls below the performance standards established in Exhibit F (Performance Standards and Liquidated Damages), the City shall have the right to require Contractor to increase its staffing levels and/or call handling capacity 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 (Performance Standards and Liquidated Damages). An answering machine or voicemail service shall record Customer calls and voice messages between 5:00 p.m. and 8:00 a.m. Contractor shall provide a live, not automated, call back within one (1) Business Day of receipt of Customer voice message. Recorded information provided to Customers by Contractor, including telephone's system call tree and voicemail messages, shall be available in Spanish and English.

C. Web Site and Email Access. Contractor shall develop and maintain a web site that is accessible by the public. Contractor's web site shall include all public education and outreach materials described in Exhibit C (Public Education and Outreach Requirements) and provide the public the ability to e-mail Contractor questions, service requests, or Complaints. Contractor shall respond to all Customers who leave e-mail messages within one (1) Business Day of receipt of Customer email message. Contractor may respond to Customer e-mails either via e-mail or phone.

4.10.2 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, approved as to form by City 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. Contractor shall record and

1036 respond to all Complaints and prioritize Customer satisfaction. Upon request by the City Contract
1037 Manager, Contractor shall provide notes on individual Complaint handling and compile and submit a
1038 summary statistical table of the Complaint log for the quarterly reports.

1039 Contractor shall respond to all Complaints received in accordance with the requirements of Section
1040 4.10.1.B, and 4.10.1.C. Complaints related to missed Collections shall be addressed in accordance with
1041 Section 4.10.3. Complaints related to repair or replacement of Carts or Bins, shall be addressed in
1042 accordance with Section 5.6. Complaints related to SB 1383 violations shall be reported to City in
1043 accordance with Exhibit D (Reporting Requirements), and as provided in Exhibit N (SB 1383 Requirements)
1044 pursuant to Section 4.2.F.

1045 **4.10.3 Missed Collections**

1046 **A. Missed Collection Complaints.** When handling Customer Complaints related to missed or
1047 incomplete Collections, Contractor shall make every reasonable effort to resolve the Complaint, as
1048 described in this Section 4.10.3.

1049 **B. Schedule for Resolution.** Contractor shall resolve each and every Customer Complaint of a missed
1050 or incomplete Collection by returning to the Customer address and completing the Collection. For
1051 all Complaints related to missed Collections that are received by noon on a Working Day, the
1052 Contractor shall return to the Customer address and Collect the missed materials on the same
1053 Working Day on which the missed Collection was reported. For those Complaints related to missed
1054 Collections that are received after noon on a Working Day, the Contractor shall have until the end
1055 of the following Working Day to resolve the Complaint. Contractor's failure to comply with this
1056 Section 4.10.3 may result in Liquidated Damages, in accordance with Exhibit F (Performance
1057 Standards and Liquidated Damages).

1058 Contractor shall not be required to return and complete a Collection in response to a Complaint if
1059 the Contractor's driver has left a non-Collection notice due to Hazardous Waste in accordance with
1060 Section 5.8, or if a Customer had not placed their Container out in a timely manner, as evidenced
1061 by Contractor's records.

1062 **C. Courtesy Collections for Admitted Late Set-Outs.** In the event that a Customer: (i) reports that their
1063 Container(s) were placed for Collection after Contractor's Collection vehicle had already passed the
1064 Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed the
1065 Collection; and, (iii) requests that the Contractor return and Collect their Containers, Contractor
1066 may, at its discretion, return to the Customer Premises and provide a Courtesy Collection at no
1067 charge to the Customer.

1068 **4.10.4 Billing**

1069 Initially, the City shall perform billing of all Single-Family Customers until such billing responsibility is
1070 transferred to Contractor, as contemplated in this Section 4.10.4. The City shall compute and retain the
1071 Contractor Fee and Diversion Program and Contract Management Fee on the basis of the City's receipt of
1072 Gross Rate Revenues for each calendar month from the Customers the City bills, including any amounts
1073 recovered by the City through its bad debt collection procedures. The City shall remit the remaining Rate
1074 Revenue to the Contractor on a monthly basis. If Contractor alleges that the City has failed to pay the
1075 entire amount of compensation due to Contractor, Contractor shall present the basis for its belief in a
1076 claim for payment to the City. City shall have thirty (30) days to evaluate such claim and either agree with
1077 or dispute the claim. If the City agrees with the claim, the City shall have up to an additional fifteen (15)

1078 Work Days to pay Contractor the amount claimed. If the City disputes the claim, the matter shall be
1079 subjected to the Dispute Resolution procedures of Section 10.9 of this Agreement. Any amounts not paid
1080 to Contractor within sixty (60) days of the City's receipt of a claim will accrue interest at the then-current
1081 prime lending rate, minus one percentage point. Any overpayment to the Contractor through error or
1082 otherwise shall be offset against the next payment due from the City. Acceptance by the Contractor of
1083 any payment due under this Agreement shall not preclude the Contractor from later establishing that a
1084 larger amount was actually due, or from collecting any balance due to the Contractor.

1085 Within ninety (90) days of the Commencement Date, Parties shall meet and confer regarding the transfer
1086 of Single Family Customer billing from City to Contractor. The transfer of billing responsibilities as
1087 described in this Section 4.10.4 is contingent on City Council adoption of an ordinance providing for billing
1088 of property Owners rather than tenants, and granting Contractor right to request City application of a lien
1089 process for collection of chronically unpaid Customer billings. Such transition shall provide for full transfer
1090 of billing of all accounts for the CalWater service area by January 1, 2021, and transfer of all remaining
1091 Single Family Customer account billing by January 1, 2022. The transition process is further described in
1092 Section 4.10.6.

1093 Contractor shall bill all Single-Family and Townhouse Customers quarterly in advance of services provided.
1094 Multi-Family and Commercial Cart Customers may be billed in advance on a monthly or quarterly basis,
1095 at the Contractor's discretion. All Bin Customers shall be billed monthly, in advance of service. Contractor
1096 shall bill Customers for any on-call and/or non-recurring services no more frequently than monthly and
1097 may only bill for services provided during the previous month. Contractor shall remit invoices to
1098 Customers no earlier than the twentieth (20th) day of the month preceding the period for which service
1099 is being billed. All quarterly billing shall occur on the calendar quarter (January-March, April-June, July-
1100 September, and October-December). City reserves the right to require that Single-Family bills separately
1101 itemize the three components of the full monthly or quarterly Rate showing the relative cost of providing
1102 Recycling, Organics and Solid Waste service. Each component of the full Rate will include the prorated
1103 portion of all costs related to provision of service, as well as all fees or other pass-through expenses.
1104 Customers shall not be permitted to unsubscribe to one or more of the individual services, and shall not
1105 be permitted to pay a Rate less than that charged to other Customers for the full set of services.

1106 Initially for Commercial Customers and following the billing transition for each phase of the Residential
1107 billing transition, Contractor shall bill all Customers and be solely responsible for collecting billings at Rates
1108 set in accordance with Article 8, and in compliance with the City's Municipal Code. Billing shall be
1109 performed on the basis of services rendered and this Agreement shall create no obligation on the part of
1110 any Person on the sole basis of the Ownership of property. Individual contracts between Contractor and
1111 a Customer for services provided under this Agreement shall be prohibited.

1112 Contractor shall maintain an electronic record of all billings and receipts, for the Term of this Agreement,
1113 for inspection and verification by the City Contract Manager in accordance with Section 6.1. Customer
1114 data shall include an email address for each Customer account, excluding Customers who specifically
1115 decline to provide such information. Contractor's billing database shall record the number of Dwelling
1116 Units billed to an individual MFD Customer and the number of businesses billed to an individual
1117 Commercial Customer, such as property managers for malls or office buildings. Contractor shall manage
1118 the billing database such that all records of invoicing and receipt are maintained for the Term of the
1119 Agreement, regardless of whether a Customer account is closed or becomes dormant. Contractor shall
1120 run billing queries based on specific parameters provided by the City, with responses due to the City within
1121 ten (10) Business Days.

1122 Contractor acknowledges that the City may request analyses based on original billing and receipts data,
1123 and that while the billing system itself is proprietary, the City shall have unlimited and unrestricted rights
1124 to the data, including to the databases' relationships among the data. City shall provide Contractor thirty
1125 (30) calendar days to provide City-requested non-standard analyses or reports.

1126 Contractor shall provide Customers that "opt-in" (Contractor has specifically selected the option),
1127 electronic bills. However, for Customers who decline to opt-in, or for those Customers that are otherwise
1128 unable to provide email contact information, Contractor shall bill by standard mail, using standard (paper)
1129 invoices. Contractor shall permit Customers the ability to pay their bills through an electronic check or
1130 credit card and include the ability for Customer billings to be automatically charged on a recurring basis.
1131 Contractor shall prepare, mail, and collect bills from Customers who decline to opt-in to an internet-based
1132 billing system. Contractor shall make arrangements to allow such Customers to pay bills by check,
1133 electronic check, money order, and credit card.

1134 Up to four (4) times per calendar year at no cost to City, City may direct Contractor to attach inserts to
1135 Customer invoices. Contractor shall provide electronic bill inserts to Customers who are billed
1136 electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill
1137 inserts/attachments must be readily available for the Customer to view upon receipt of the invoice
1138 (attachments shall not be provided as links). Upon City request for such attachments, Contractor shall
1139 comply with such request during its next billing cycle for the targeted Customer group. Contractor shall
1140 perform this service with no additional requirement for compensation provided the inserts do not
1141 increase postage costs.

1142 Quarterly Customer invoices shall be due on receipt and may indicate to Customer that payment is late
1143 after thirty (30) calendar days from issuance. Contractor may stop service if Customer is delinquent ninety
1144 (90) days from the first day of the period billed. Monthly Customer invoices shall be due thirty (30)
1145 calendar days from the first day of the billing period. In the event that any account becomes more than
1146 thirty (30) calendar days past due, Contractor shall notify such Customer of the delinquency via written
1147 correspondence, instructing the Customer that unpaid bills which become more than ninety (90) calendar
1148 days delinquent may be assessed a one and one half percent (1.5%) late fee per month. The minimum
1149 late fee amount shall be three dollars (\$3.00). Contractor shall provide a second written notice of
1150 delinquency to any account which becomes more than sixty (60) calendar days past due, and a third
1151 written notice of delinquency to any account which becomes more than ninety (90) calendar days past
1152 due. Should any account become more than one hundred and twenty (120) calendar days past due,
1153 Contractor may discontinue providing service to the Customer.

1154 To the extent permitted by the City Municipal Code, the account holder shall be the record Owner of the
1155 property receiving service. If an account holder is the record Owner of a property receiving services, and
1156 the account remains delinquent for sixty days or more, the Contractor shall include a statement in the
1157 account holder's bill for Collection service charges in substantially the following form:

1158 "Solid waste collection service charges and any penalties may constitute a lien against the lot or parcel of
1159 land against which the charges and any penalties are imposed if the charges remain delinquent for sixty
1160 (60) or more days."

1161 The Contractor shall notify the City within ten (10) Business Days of any service account that becomes
1162 delinquent for sixty (60) days. If such a delinquent account is held in the name of the record Owner of the
1163 property where services are provided, the City shall record a lien against the lot or parcel of land against

1164 which the delinquent charges and any penalties were imposed to the extent permitted by the City
1165 Municipal Code or Applicable Law. In such event, the City shall cause to be recorded with the county
1166 recorder all such delinquent service charges and any penalties, and when so recorded such charges and
1167 penalties shall have the force, effect and priority of a judgment lien and continue for ten years from the
1168 time of recording unless sooner released or otherwise discharged.

1169 The Contractor shall solely bear all expenses and losses related to collecting or failing to collect bad debt
1170 from delinquent accounts, including any costs incurred by the City in recording and collecting upon any
1171 lien placed upon a lot or parcel of land for any delinquent Solid Waste charges and penalties.

1172 Notwithstanding the foregoing, the Franchise Fee and the Diversion Program and Contract Management
1173 Fee shall be based only on Gross Receipts actually collected by the Contractor and shall not reflect any
1174 delinquent accounts, bad debts or other uncollected amounts. No less than fourteen (14) calendar days
1175 prior to discontinuing service to a Customer, Contractor shall notify the City Contract Manager of the
1176 address, Service Level, service frequency, and delinquent billing amount. Contractor may withhold service
1177 from a delinquent account until past delinquencies are paid in full. Upon restoring service to a previously
1178 delinquent account, Contractor may require a deposit from the Customer not to exceed one (1)
1179 months/quarters (as applicable) billings at the Customer's Service Level.

1180 If Contractor fails to invoice a Customer, or otherwise under-charges a Customer for services provided,
1181 Contractor may not subsequently attempt to collect the under-charged amount for more than six months
1182 of service. If Contractor over-charges a Customer for a period of more than six months, Contractor shall
1183 reimburse or credit the Customer for at least six months of the over-charged service, but is not required
1184 by this Agreement to reimburse or credit the Customer for more than six months of overcharges. This
1185 Agreement also does not prohibit Contractor from reimbursing or crediting a Customer for more than six
1186 months of overcharges.

1187 **4.10.5 Additional Billing Requirements.**

1188 Specific provisions for Customer billing include:

- 1189 A. All Single-Family Customers must receive a single bill.
- 1190 B. It is Contractor responsibility to provide the correct size of service to each Customer. It is Contractor
1191 responsibility to bill the Customer for the level of service it needs, regardless of whether Contractor
1192 provided a larger size Container due to lack of inventory or other reasons.
- 1193 C. Customers that receive Multi-Family Service shall be billed at the Rate for Bin Service or Cart Service.
- 1194 D. Commercial Customers that share service are solely responsible for determining which participating
1195 Customer will be billed and which will pay.
- 1196 E. Mobile homes complexes may request per-unit billing of residents.
- 1197 F. For Mixed-Use Premise or complexes with Residential and Commercial Customers, Contractor shall
1198 be solely responsible for coordinating as necessary to determine which party will receive and pay
1199 bills.

- 1200 G. Contractor shall levy Special Charges as provided in Article 4.10.7 and Exhibit G3 (Initial Rates for
1201 Collection Services). Special Charges, other than overage or Contamination charges shall not be
1202 levied without prior notification to the Customer.
- 1203 H. Not bill for service provided at an alternative location for eligible Customers as specified in Exhibit
1204 B1.5.
- 1205 I. Not bill for services provided through this Agreement for neighborhood cleanup services, to City
1206 facilities, for Collection from public Containers, for Special Events, or for community cleanup events
1207 as provided in Exhibit B (Direct Services). Additional services requested by City shall be billed at
1208 authorized Rates.
- 1209 J. For purposes of City compliance with, and reporting requirements related to Applicable Law,
1210 including, but not limited to AB 341, AB 1826, and SB 1383, verifying and maintaining records for
1211 properties that do not receive Recyclables and/or Organics Collection service, whether through
1212 exemption or refusal to accept service. Contractor shall coordinate with the City Contract Manager
1213 to provide information related to service exemptions as provided in Exhibit D (Reporting
1214 Requirements).
- 1215 If Customer requests a change in Service Level that results in a lower Rate, Contractor shall adjust
1216 Customer's billing amount within seven (7) days of the date Customer requested the change
1217 regardless of whether or not Contractor delivers the appropriate Containers or modifies the Service
1218 Level within that timeframe. However, If Customer requests change in Service Level that results in
1219 a higher Rate, Contractor shall adjust the Customer's billing amount within seven (7) days of the
1220 effective date of the actual change in Service Level.

1221 **4.10.6 Transition in Billing**

1222 As provided in Section 4.10.4, Contractor shall meet with City utility billing and public works staff as
1223 necessary to ensure an orderly and smooth transition from City to Contractor billing for Single-Family
1224 services. Contractor shall, as requested participate in developing, reviewing, and finalizing a detailed
1225 schedule and implementation plan for the transfer of billing services. A primary goal of the plan shall be
1226 to ensure Single-Family Customers are provided multiple forms of messaging regarding the change in
1227 billing practice in advance of the date of the transfer, including effectively communicating the shift from
1228 monthly to quarterly invoicing and continuity in Contractor provision of the senior (65 and older) Rate,
1229 the senior (65 and older and below median income) Rate, and the disabled (under age 65 and below
1230 median income) Rate.

1231 Contractor and City shall confer prior to transition of collection of payments from current City drop-off
1232 locations to Contractor. Contractor shall also provide a minimum of one (1) convenient drop-off location
1233 within the Service Area to be available on Business Days from 8:30 AM to 5:00 PM for Customers to
1234 directly bring payments. Contractor shall also coordinate with City staff to collect Customer payments
1235 from a drop-off box to be located in City Hall at a location to be specified by the City. Such service shall be
1236 provided for up to two years from the Commencement Date, as needed during the transition to
1237 Contractor billing.

1238 **4.10.7. Customer Eligibility for Special Charges**

1239 Contractor shall verify eligibility for the following special Rates within one year of the Commencement
1240 Date, and no less frequently than every five years thereafter:

- 1241 A. Contractor shall verify Customer's age eligibility for the Senior Rate or the Senior Below Median
1242 Income Rate by reviewing subscribers' driver's license or birth certificate.
- 1243 B. Contractor shall verify Customer's health-related eligibility for the Disabled Below Median Income
1244 Rate as provided in Exhibit B1.5.
- 1245 C. Contractor shall verify Customer's income eligibility for the Disabled Rate and the Senior Below
1246 Median Income Rate by reviewing Lifeline or CARE information.

1247 Contractor shall also assist the City with administration of any other special Rate programs it may
1248 establish.

1249 **4.10.8 Access to Customer Service and Billing Systems**

1250 The Contractor shall respond to service issues via City's online Customer Request Management (CRM)
1251 system in order to maintain Service Levels and for quality assurance purposes. Access to e-mail with the
1252 ability to view and respond to requests within twenty four (24) hours is required. Regular meetings may
1253 also be scheduled to evaluate the provision of services and contract progress.

1254 The Parties will meet and confer within ninety (90) days of the Effective Date to define a milestone
1255 schedule for provision of City "read-only" access as defined in this Section 4.10.8. Full access will be
1256 provided by the Contractor prior to completion of the billing transition on January 1, 2022. Until such time
1257 as full access is provided to the City, Contractor shall provide City with a monthly report documenting
1258 progress towards providing City read-only access. Contractor shall provide read only access and any
1259 necessary training to one (1) or more City employee(s) (as designated by the City) regarding the use of
1260 Contractor information systems as described in this Section. Contractor shall designate one (1) member
1261 of Contractor staff to work directly with such City employee. Contractor shall provide such City employee
1262 with access to Customer service, call center, and operations information systems in order to validate
1263 Contractor performance standards, and recommend changes to Customer Service Levels to resolve
1264 service issues or otherwise address Customer needs. In the event that recommended Service Level
1265 changes are made, the designated City staff will work with Contractor's route manager to make such
1266 changes, which shall not be denied by Contractor except for reasons related to Customer, route driver,
1267 and/or equipment safety. Contractor shall also provide access to Customer contact information (including
1268 email addresses) for purposes of City-provided public education and outreach activities. In addition,
1269 Contractor shall ensure that the City Contract Manager and any other City staff, as requested by the City,
1270 have read-only access to all service order, billing, and Customer service records in Contractor's internal
1271 information systems. Such read-only access is intended to provide the City the ability to review notes
1272 related to Customer service and/or billing issues.

1273 **4.11 PUBLIC EDUCATION AND OUTREACH; NEWS MEDIA RELATIONS**

1274 **4.11.1 Public Education and Outreach**

1275 The public education and outreach activities included in the scope of services provided by Contractor
1276 under this Agreement are described in Exhibit C (Public Education and Outreach Requirements), and in
1277 Exhibit N (SB 1383 Requirements) pursuant to Section 4.2.F. As further described in this Article 4.11 and
1278 Exhibit C (Public Education and Outreach Requirements), Contractor shall prepare, in collaboration with
1279 City, and distribute public education and outreach materials upon City request to support the City's public
1280 education and outreach efforts. No less than sixty (60) days prior to the end of the calendar year, the
1281 Parties shall meet to discuss City and Contractor plans for outreach and education effort during the

following calendar years. City and Contractor will define Contractor's activities for the following year for public education and outreach efforts of \$200,000. Contractor shall document its use of the City-approved annual budget in the following year's annual report, as provided in Exhibit D (Reporting Requirements). To the extent that Contractor did not spend the full City-approved budget, Contractor shall transfer the unused funds to the City.

A. Program Objectives. Contractor's public education and outreach strategy shall focus on improving Customer understanding of the benefits of and opportunities for Source Reduction, reuse, Recycling, and Composting. In general, Contractor-provided public education and outreach should: (i) inform Customers about the services that are provided under this Agreement with specific focus on describing the methods and benefits of Source Reduction, reuse, Recycling, and Composting; (ii) instruct Customers on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing Contamination of Recyclable and Organic Materials; and, (iii) clearly define Excluded Waste and educate Customers about the hazards of such materials and their opportunities for proper handling.

B. Coordination with City Educational Efforts. 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 City Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns, and to ensure content of public education materials reflect City direction

Contractor shall obtain approval from the City Contract Manager on all Contractor-provided public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. City shall have the right to request that Contractor include City identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

4.11.2 News Media Relations

Contractor shall notify the City 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 such inquiries, Contractor shall 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 City 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 City simultaneously with Contractor's submittal to such regulatory agency.

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

1319 **ARTICLE 5.**
1320 **STANDARD OF PERFORMANCE**

1321 **5.1 GENERAL**

1322 Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to
1323 the public and the Contractor's employees. Except to the extent that a higher performance standard is
1324 specified in this Agreement, Contractor shall perform services in accordance with industry norms.

1325 **5.2 OPERATING HOURS AND SCHEDULES**

1326 **A. Hours of Collection.** Unless otherwise authorized by the City Contract Manager, Contractor's days
1327 and hours for Collection operations shall be as follows:

1328 1. **Residential Premises.** Collection from Residential Premises shall only occur between the
1329 hours of 5:00 a.m. and 6:00 p.m., Monday through Friday.

1330 2. **Commercial Premises.** Collection from Commercial Premises that are two hundred (200) feet
1331 or less from Residential Premises shall only occur between the hours of 5:00 a.m. and 6:00
1332 p.m., Monday through Saturday. Collection from Commercial Premises more than two
1333 hundred (200) feet from Residential Premises shall only occur between the hours of 4:00 a.m.
1334 and 6:00 p.m., Monday through Saturday.

1335 3. **Downtown Redevelopment Area.** See Exhibit B3 (Downtown Redevelopment Area) regarding
1336 requirements for provision of Collection services in the downtown redevelopment area,
1337 including provision of service to Multi-Use Premises.

1338 **B. Holiday Collection Schedule.** Contractor, at its sole discretion, may choose not to provide Collection
1339 services on a Holiday. In such event, Contractor shall provide Single-Family Collection services on
1340 the day following the Holiday thereby adjusting subsequent work that week with normally
1341 scheduled Friday Collection Services being performed on Saturday; however, Customer service days
1342 shall be returned to the normal schedule the week following the Holiday. Multi-Family, Commercial,
1343 and City Collection Services shall be adjusted as agreed between the Contractor and the Customer
1344 but must meet the minimum frequency requirement of one (1) time per week. The Contractor shall
1345 provide Customers notice of Holiday-related changes in Collection schedules at least two (2) weeks
1346 prior to the change, using, at a minimum, bill inserts and Contractor's website.

1347 **5.3 COLLECTION STANDARDS**

1348 **A. Servicing Containers.** Contractor shall Collect and return each Container within five (5) feet of
1349 original location where the Occupant placed the Container for Collection. Contractor shall place the
1350 Containers upright with lids properly secured. For Customers other than Single-Family Residential
1351 Customers, Contractor shall, without additional charge to the Customer, pull or push Containers up
1352 to ten (10) feet from the location where the Occupant placed the Container for Collection to the
1353 Collection vehicle for service.

1354 Contractor, at the request of Customers, may provide special services including: (i) unlocking
1355 Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers

1356 distances greater than ten (10) feet. Contractor may charge Customers for such extra services at the
1357 Rates authorized by City for such services.

1358 Contractor may require Customers on private roads to sign road damage liability waivers prior to
1359 operating on such private streets. Contractor shall provide executed waivers to City within 10
1360 Business Days of execution. If Customers on private roads fail to sign such waivers, Contractor shall
1361 inform City within 10 Business Days. Contractor may, upon approval from the City Contract
1362 Manager, which may or may not be conditional, require such Customers receive service at the
1363 nearest public right of way.

1364 **B. Non-Collection, Courtesy Noticing.** Contractor shall submit to the City Contract Manager for review
1365 and approval: a template Non-Collection Notice, for use in instances of acceptable non-Collection
1366 of Discarded Materials; a template Courtesy Notice, for use in instances of improper set-out of
1367 Discarded Materials, which the Contractor, at its sole option, elects to Collect as a courtesy to the
1368 Customer. In the event that Contractor encounters circumstances at a Customer Premises which
1369 prevents the Contractor from Collecting Discarded Materials which have been placed for Collection,
1370 Contractor shall provide a Non-Collection Notice in the form of a Container tag, phone call, or in an
1371 electronic format if Contractor can demonstrate to City that such notices are sent within four (4)
1372 hours of attempted Collection. In either case, Non-Collection and Courtesy Notices shall clearly
1373 explain Contractor's reason for refusal to Collect the Discarded Materials.

1374 Contractor shall not be required to Collect Discarded Materials which are reasonably believed to
1375 contain Excluded Waste, pursuant to the requirements of Section 5.8. If Contractor intentionally
1376 refuses to Collect Discarded Materials (including Cardboard overages), but does not leave a Non-
1377 Collection Notice, it shall be considered a Missed Collection per Section 4.10.3. Contractor may be
1378 required to assist City in developing and implementing additional approved enforcement processes
1379 during the Term, including as provided in Exhibit N (SB 1383 Requirements).

1380 In the event that Contractor encounters circumstances at a Customer Premises which allow for safe
1381 Collection of Discarded Materials, but do not otherwise reflect proper set-out procedures
1382 (including, but not limited to over-full Containers, spills not caused by the Contractor, Carts placed
1383 too close together, Carts placed in front of one another, Carts placed too close to parked cars),
1384 Contractor shall Collect the material and send/leave a Courtesy Notice at the Customer Premises
1385 clearly explaining how the Customer failed to comply with proper set-out procedures. In such
1386 instances, Contractor shall leave a Courtesy Notice at the Customer Premise at least two (2) times
1387 per calendar year, after which Contractor may issue a Non-Collection Notice to Customer at
1388 Customer Premise.

1389 Contractor may educate the public on proper set-out procedures designed to maximize the
1390 efficiency of Collection (e.g. Carts spaced three (3) feet apart). However, Contractor acknowledges
1391 that such procedures are not practical in all circumstances and failure of the Customer to follow
1392 such procedures does not constitute a reason for non-Collection if the Discarded Materials may be
1393 safely and reasonably serviced. Contractor's route drivers shall dismount their Collection vehicles
1394 and reposition Containers as necessary to provide Collection service. Contractor may not require a
1395 Customer to set out the Customer's Containers in such a manner that would block vehicle access to
1396 Customer's driveway. Contractor and Customers may mutually agree to uncommon service
1397 locations if necessary for Collection in specific areas (e.g. setting out all of the Carts in a court in a
1398 line down the middle of the court as opposed to Curbside.) Contractor shall notify City of areas

1399 within City where Customer Containers are consistently set-out incorrectly. The City may work with
1400 Contractor to educate Customers in such service areas on proper set-out procedures. Information
1401 about improper set-out areas shall be described in Contractor's quarterly reports, as described in
1402 Exhibit D (Reporting Requirements).

1403 Containers identified as Contaminated shall be managed as provided in Section 4.5.6 and Exhibit B
1404 (Direct Services). Contractor shall leave an approved Courtesy Notice notifying the Customer of the
1405 specific materials that have been incorrectly placed, and informing the Customer in which Container
1406 the materials should be placed. A Courtesy Collection of Contaminated Recyclable Materials or
1407 Organic Materials may be made with a Solid Waste Collection vehicle, provided that the
1408 contaminants may safely and lawfully be Collected as Solid Waste.

1409 **C. Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for
1410 Collection, fuel, and other vehicle fluids while providing services under this Agreement. If any
1411 materials are spilled or leaked during Collection and Transportation, the Contractor shall clean up
1412 all spills or leaks before leaving the site of the spill.

1413 Contractor shall not Transfer loads from one vehicle to another on any Public Street, unless it is
1414 necessary to do so because of mechanical failure, combustion of material in the truck, or accidental
1415 damage to a vehicle.

1416 Contractor shall cover all open Drop Boxes at the pickup location before Transporting materials to
1417 the Approved or Contingent Facility.

1418 Contractor shall conduct public outreach and staff training to Customers on best management
1419 practices for litter abatement at no extra charge. Such best management practices include, without
1420 limitation:

1421 1. Closing Container lids: Contractor staff will tag overfull Containers with Courtesy Notices or
1422 send such notices by email or mail, which will serve as outreach and education to the
1423 Customer. Photos of the Container will be taken by drivers, attached to the Customer's
1424 account, and will be available to outreach and Customer service staff in order to demonstrate
1425 to the Customer where a problem exists.

1426 2. Outreach to Customer on importance of bagging lightweight materials such as plastic bags,
1427 film plastics, foam peanuts, shredded paper, and other materials that can easily become litter
1428 due to their lightweight nature.

1429 3. Driver training on litter reduction techniques and litter removal best management practices.

1430 4. Affixing signage to the back of Contractor trucks which provides a phone number for residents
1431 to report material spills.

1432 **D. Development and Review of Collection Specifications.** Contractor shall work with the City to
1433 develop standard specifications for Collection Container enclosures at Commercial and Multi-Family
1434 Premises. These specifications shall be developed to ensure that the Collection Container
1435 enclosures are built to provide adequate space for and suitable configuration to allow the
1436 Contractor to safely and efficiently service Recyclable Materials, Organic Materials, and Solid Waste
1437 Containers. Contractor's Operations Manager or other appropriately qualified staff shall, upon

1438 request by the City Contract Manager, provide a review of plans for new Multi-Family and
1439 Commercial development or project design drawings. Contractor shall provide comments and
1440 recommendations resulting from the review in writing within ten (10) Working Days of receipt of
1441 the documents for review. In each review report, Contractor shall comment on the acceptability of
1442 the proposed enclosure arrangements in terms of: i) the adequacy of space for Recyclable Materials,
1443 Organic Materials, and Solid Waste Containers; ii) the accessibility of the Containers for Collection
1444 including whether additional charges (e.g., push/pull, etc.) would apply; and iii) ease of use by
1445 tenants.

1446 E. **Commingling of Materials.** Contractor shall Collect materials generated in the City in Collection
1447 Vehicles used solely for Collecting material generated within the City or in the County. Contractor
1448 shall accurately allocate Service Levels and Tonnage generated by Customers residing in the City or
1449 County, and shall allow the City access to audit Customer account records related to such City-
1450 County Service Level and Tonnage allocations. Contractor shall not commingle materials which have
1451 been Source Separated with other materials types (for example, Source Separated Recyclable
1452 Materials which have been properly placed for Collection shall not be combined with Solid Waste
1453 or Source Separated Organic Materials).

1454 **5.4 TRANSFER AND PROCESSING STANDARDS**

1455 **5.4.1 Equipment and Supplies**

1456 Contractor shall ensure that Approved and Contingent Processing Facilities are equipped and operated in
1457 a manner that fulfills Contractor's obligations under this Agreement. Contractor is solely responsible for
1458 the adequacy, safety, and suitability of the Approved and Contingent Processing Facilities. Contractor shall
1459 take such steps as necessary to ensure Approved and Contingent Processing Facilities are modified,
1460 enhanced, and/or improved as needed to fulfill Services under this Agreement, subject to provisions of
1461 Article 3, Article 4, and Section 8.4 of this Agreement relating to additional Contractor compensation.

1462 Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts,
1463 maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as
1464 appropriate and necessary to operate the Approved Processing Facilities and provide all services required
1465 by this Agreement. Contractor shall place the equipment in the charge of competent operators.
1466 Contractor shall repair and maintain all equipment at its own cost and expense.

1467 **5.4.2 Scales and Weighing**

1468 Contractor is solely responsible for ensuring accurate weighing of all materials entering and leaving the
1469 Approved Processing Facilities.

1470 A. **Facility Scales.** Contractor shall maintain State-certified motor vehicle scales in accordance with
1471 Applicable Law. All scales shall be linked to a centralized computer recording system at the
1472 Approved Processing Facilities to record weights for all incoming and outgoing materials. Contractor
1473 shall provide back-up generator(s) capable of supplying power to the scales in the event of a power
1474 outage. Contractor shall promptly arrange for use of substitute portable scales should its usual
1475 scales not be available for whatever reason. Pending substitution of portable scales, Contractor shall
1476 as necessary estimate the Tonnages of materials delivered to and Transported from the Approved
1477 Processing Facilities, on the basis of delivery vehicle and Transfer trailer volumes, tare weights,
1478 and/or other available facility weight records. These estimates shall take the place of actual weights
1479 while scales are inoperable, and shall be identified as estimates in electronic records and reporting.

- 1480 **B. Tare Weights.** No less than thirty (30) calendar days prior to the Commencement Date, Contractor
1481 shall ensure that all vehicles used by Contractor to deliver Recyclable Materials, Organic Materials,
1482 and Solid Waste to the Approved Processing Facilities are weighed to determine unloaded ("tare")
1483 weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor owned,
1484 and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City
1485 with a report listing the vehicle tare weight information upon request. Contractor shall promptly
1486 weigh additional or replacement vehicles prior to placing them into service. Contractor shall check
1487 tare weights at least annually, or within fourteen (14) calendar days of a City request, and shall re-
1488 tare vehicles immediately after any major maintenance or service event.
- 1489 **C. Testing.** Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least
1490 every twelve (12) months or upon City request.
- 1491 **D. Records.** Contractor shall maintain computerized scale records and reports that provide
1492 information including date of receipt, inbound time, inbound and outbound weights of vehicles, and
1493 vehicle identification number. Contractor shall also maintain computerized scale records and
1494 reports providing historical vehicle tare weights for each vehicle and the date and location for each
1495 tare weight recorded.
- 1496 **E. Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video
1497 cameras at the Approved Processing Facilities, Contractor shall make those videos available for City
1498 review during the Approved Processing Facility's operating hours, upon request of the City, and shall
1499 provide the name of the driver of any particular load if available.

1500 **5.5 COLLECTION VEHICLE REQUIREMENTS**

1501 Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently
1502 perform the work required by the Agreement in strict accordance with its terms. Contractor shall have
1503 available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and
1504 unscheduled maintenance, service requests, Complaints, and emergencies. All such vehicles shall have
1505 watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall meet all
1506 applicable emissions standards for the model year in which the vehicle is placed in service, and generally
1507 comply with all Federal, State, and local laws and regulations regardless of fuel type. Contractor's vehicles
1508 shall utilize Recycled motor oil to the extent practicable. Contractor's vehicles shall utilize GPS systems,
1509 providing real-time vehicle location data.

1510 Collection vehicles shall present a clean appearance while providing service under this Agreement.
1511 Vehicles used in Collection shall be thoroughly washed at a minimum of once per week, and thoroughly
1512 steam cleaned on a regular basis so as to present a clean appearance and minimize odors. All vehicles
1513 shall be painted on a regular schedule, with concurrence of the City, to maintain a clean, professional,
1514 new-like appearance. The City Contract Manager may, at any time, require the painting of any vehicle that
1515 has not been painted according to the schedule. City Contract Manager may require painting of up to two
1516 (2) vehicles per year that do not present a satisfactory appearance, regardless of whether they have been
1517 painted according to the schedule. The vehicles shall be painted in a uniform manner; although Solid
1518 Waste, Recycling, and Organic Material vehicles may have different painting schemes. All graffiti shall be
1519 removed immediately. The City may inspect vehicles at any time to determine compliance with sanitation
1520 requirements. The Contractor shall make vehicles available to the County Health Department for
1521 inspection at any frequency it requests.

1522 Contractor's name and local telephone number shall be displayed for easy readability on all Collection
1523 vehicles. Up to five (5) Collection vehicles in high-visibility areas shall be equipped with sign board holders
1524 or other hardware to allow public education signage of no less than thirty-six (36) by forty-eight (48) inches
1525 to be displayed on both sides of the vehicle. Such public education signage shall be changed twice a year
1526 at the City's direction.

1527 Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles
1528 that are not operating properly shall be taken out of service until they are repaired and operate properly.
1529 Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are
1530 needed because of accident, breakdown, leakage, or any other cause so as to maintain all equipment in a
1531 safe and operable condition. City Contract Manager may inspect vehicles at any reasonable time, and
1532 within three (3) calendar days of such a request, to determine compliance with sanitation requirements.

1533 All Collection operations shall be conducted as quietly as possible and shall conform to Applicable Law.
1534 The City may request Contractor to check any piece of equipment for conformance with the noise limits
1535 in response to Complaints and/or when the City Contract Manager believes it is reasonable to do so.

1536 The Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in
1537 accordance with the City's applicable zoning regulations.

1538 Vehicles shall remain the property of the Contractor upon the date of this Agreement's expiration or
1539 earlier termination; Contractor shall be solely responsible for outstanding depreciation.

1540 **5.6 CONTAINER REQUIREMENTS**

1541 **A. Containers Provided to Customers.** Contractor shall purchase and distribute to Customers all new
1542 Carts meeting the requirements of this Agreement and SB 1383 no later than July 1, 2021.
1543 Contractor shall also provide for SB 1383-required color coding of metal Bins by July 1, 2022.
1544 Contractor's initial efforts to remove and replace old Containers shall include at least three (3)
1545 proactive passes through each and every route on the normal service day to identify and collect the
1546 old Containers. Contractor shall make additional efforts, upon notice by City or Customer(s), to
1547 remove old Containers throughout the Term of the Agreement. Contractor shall ensure that all
1548 Containers removed from service are Recycled to the greatest extent practicable throughout the
1549 Term of the Agreement and without limitation to this initial transition.

1550 Contractor shall provide Containers to new Customers requesting service initiation, within seven (7)
1551 Calendar Days of Contractor's first receipt of the Customer request. Contractor-provided Containers
1552 shall be like new in City-approved sizes and colors, and shall be designed and constructed to be
1553 watertight and prevent the leakage of liquids. All Containers shall display the Contractor's name,
1554 logo, and capacity (yards or gallons). At City option, Containers shall display the City's name and
1555 logo rather than Contractor information. All Carts shall have an identifying inventory or serial
1556 number.

1557 **B. Public Litter Receptacles.** As further provided in Exhibit B5 (Community Services), Contractor will
1558 provide adequate Collection service for Public Litter Receptacles in designated Business
1559 Improvements Districts (BID) as approved by the City. This service is to be provided with no
1560 additional compensation to the Contractor. Should the addition of a BID increase the previous total
1561 number of litter receptacles to be Collected by more than 20 percent, Contractor may request an
1562 adjustment in compensation, pursuant to Section 3.5.

1563 **C. Container Standards**

- 1564 1. All Carts shall be manufactured by injection or rotational molding methods and shall meet
1565 best industry practices for design and performance. New Carts provided to Customer shall
1566 have a useful life of ten (10) or more years or more as evidenced by a manufacturer's warranty
1567 or other documentation acceptable to the City.
- 1568 2. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal
1569 regulations for Bin safety and be covered with attached lids.
- 1570 3. Containers must be in bright, readily identifiable colors to facilitate Customer's ready
1571 recognition of Solid Waste, Recyclable Materials, and Organic Materials, subject to City's
1572 written approval. Contractor shall differentiate Solid Waste Containers, Recyclable Materials
1573 Containers, and Organic Materials Containers from each other by providing Container lids
1574 with different colors (blue for Recyclable Materials, green for Organic Materials, brown for
1575 Food-only, and grey for Solid Waste), subject to City's written approval. Any new Carts shall
1576 have lids in colors that differentiate the different material types to be Collected and such
1577 colors shall be approved by the City.
- 1578 4. Contractor shall obtain the City's written approval of Container specifications, colors, and
1579 labeling before acquisition, painting, and labeling occurs.
- 1580 5. When purchasing plastic Collection Containers, Contractor shall purchase Containers that
1581 contain a minimum of 30% post-consumer recycled plastic content.
- 1582 6. All such Containers shall be 100% recyclable at the end of their useful life.

1583 **D. Container Labeling.** All markings on the Containers shall be approved by the City in advance of
1584 ordering such Containers. On the lid of each new Cart, and the body of each new Bin, Drop Box and
1585 Public Litter Receptacle, Contractor shall label the ultimate destination of such materials as follows:
1586 "LANDFILL" for Solid Waste; "RECYCLE" for Recyclable Materials (including Cardboard, mixed paper,
1587 metal, etc.); and, "COMPOST" for Organic Materials (including Food Scraps, Yard Trimmings, wood
1588 waste, etc.). On the body of each new Cart, Bin, and Drop Box, Contractor shall label the Container
1589 capacity (in gallons for Carts, and cubic yards for Bins and Drop Boxes). Container labeling shall be
1590 visible to the Customer (or public, in the case of Public Litter Receptacles) at all times, subject to
1591 review by the City.

1592 Subject to City approval, Contractor shall display Contractor's name and Contractor's designated
1593 telephone number and may include a designated website (e.g. StocktonRecycles.com) using labels,
1594 decals, or other approved method. Upon expiration or early termination of this Agreement,
1595 Contractor shall transfer access and rights of such phone number and dedicated website URL to the
1596 City.

1597 All Containers shall be labeled in accordance with the requirements of SB 1383, and as provided in
1598 Exhibit N (SB 1383 Requirements) pursuant to Section 4.2.F. Recyclable Materials and Organic
1599 Materials Container labels must include at least three (3) graphic examples of materials that are
1600 accepted in the Container, and at least two (2) graphic examples of materials that are prohibited
1601 from being placed in the Container, clearly displaying that the prohibited materials are prohibited
1602 (using recognizable symbols). Solid Waste Container labels must include at least two (2) graphic

1603 examples of materials that are prohibited from being placed in the Container, clearly displaying that
1604 the prohibited materials are prohibited (using recognizable symbols), and a statement that proper
1605 separation of Recyclable Materials and Organic Materials is mandatory.

1606 **E. Repair and Replacement of Containers; Inventory.** Contractor shall be responsible for repairing or
1607 replacing Containers when Contractor determines the Container is no longer suitable for service; or
1608 when the City or Customer requests replacement of a Container that does not properly function,
1609 leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring
1610 and providing the replacement Containers. Contractor shall repair or replace all damaged or broken
1611 Containers no later than Customer's subsequent service day following Customer or City request or
1612 five (5) Working Days, whichever is later.

1613 Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer
1614 requests for service, requests for change in Service Levels (size, type, or number of Containers) from
1615 current Subscribers, and requests for replacement due to damage.

1616 Contractor shall provide to Single-Family Customers up to four (4) free Cart replacements during
1617 the Term of this Agreement, upon Customer request. If Customer requests more than four (4) Cart
1618 replacements during the Term of this Agreement, Contractor shall deliver the Cart(s) charging the
1619 authorized Rate for such services. In addition, Single-Family Customers may also request one Cart
1620 size exchange per Rate Period at no charge. All such Containers shall be provided within seven (7)
1621 Calendar Days of request. Contractor's failure to comply with the Container requirements may
1622 result in assessment of Liquidated Damages pursuant to Section 10.6 and Exhibit F (Performance
1623 Standards and Liquidated Damages).

1624 **F. Maintenance, Cleaning, Painting.** All Containers shall be maintained in a safe, serviceable, and
1625 functional condition and present a clean appearance. Contractor shall repair or replace all
1626 Containers damaged by Collection operations in accordance with standards specified in Section 5.6,
1627 unless damage is caused by Customer's gross negligence, in which case, the Customer will be billed
1628 for repair or replacement of Container at a City-authorized Rate for such service. All Containers shall
1629 be maintained in a functional condition.

1630 Contractor shall steam clean and repaint all Containers as needed (other than Carts) so as to present
1631 a clean appearance. Contractor shall offer steam cleaning service (or clean Container exchange) to
1632 Customers requesting such service, and shall charge Customers for such cleaning (or Container
1633 exchange) at the City-authorized Rate for such service.

1634 Contractor shall remove graffiti from Containers within forty-eight (48) hours of identification by
1635 Contractor or notice by City or Customer if such graffiti includes any written or pictorial obscenities
1636 and otherwise within a one (1) week period.

1637 **G. City Ownership of Containers at End of Term.** Upon expiration or early termination of Agreement,
1638 all Carts purchased and put into service at Customer Premises during the Term of the Agreement
1639 shall become property of the City at no cost to the City if such Carts are fully depreciated. All Carts
1640 purchased and put into service at Customer Premises during the Term of the Agreement that have
1641 not been fully depreciated shall be available to the City, at the City's option, at a cost reflecting the
1642 net book value.

At its sole discretion, the City may elect not to exercise its rights with regards to this Section and, in such case, the Carts 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, and Compactors in service from the 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, and Compactors removed from the City.

5.7 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 ("General Manager" or designee) as City's primary, day-to-day point of contact with Contractor who is familiar with the Franchise Agreement and principally responsible for Collection operations and resolution of service requests and Complaints. Contractor has named Kevin Basso, General Manager as such Person. The General Manager shall be physically located in the City and available to the City Contract Manager through the use of telecommunication equipment at all times that Contractor is providing Collection services. In the event the General Manager is unavailable due to illness or vacation, Contractor shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the General Manager. The General Manager shall provide the City with an emergency phone number where the General Manager can be reached outside of normal business hours. City understands that the General Manager is not authorized to negotiate on behalf of, or to bind Contractor except with regard to normal service issues.

Contractor shall separately identify an officer empowered to negotiate on behalf of, and to bind Contractor with respect to all aspects of the Contractor service during the Term of this Agreement. Both Parties are expected to be able to provide definitive responses to requests of the Party within ten (10) Business Days for normal operational matters, and within fifteen (15) Business Days for matters related to dispute resolution, compensation adjustments, and changes in the scope of services to be provided under this Agreement.

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall require its drivers, and all other employees who come into contact with the public, to wear a clean, uniform shirt with an identification badge or other means of identifying the employee, as approved by the City Contract Manager. If Contractor alters employee uniforms during the Term of the Agreement, Contractor shall notify City within thirty (30) days of such change; Contractor shall provide City with photos of employees with new uniforms for use in public outreach materials. Contractor shall not permit its employees to 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.

1684 The staffing positions to be provided by Contractor to perform the services described herein to the
1685 City are identified in Exhibit H (Anticipated Required Positions). Prior to the Effective Date, City shall,
1686 in consultation with Contractor, define key staffing positions and related full-time-equivalent
1687 staffing levels, to include, but not be limited to general manager, route supervisors, Customer
1688 Service supervisor and staff, and Outreach and Education supervisor and staff. Failure to
1689 consistently maintain staffing levels for these key positions including general manager, route
1690 supervisory staff, Customer Service staff during the Term of the Agreement shall be considered a
1691 material breach.

1692 **C. Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued
1693 by the California Department of Motor Vehicles. Contractor shall conduct a background check on
1694 each driver prior to assignment to provide Collection service under this Agreement, to ensure that
1695 the driver is not required to be listed as a sexual predator by Applicable Law and there is no felony
1696 record of violence or violations issued by the California Department of Motor Vehicles. Contractor
1697 shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to
1698 monitor its drivers for safety. Contractor shall provide City annual documentation of driver
1699 compliance with this Section 5.7.C. The City shall approve the timing and format for submittal of
1700 such documentation.

1701 **D. Safety Training.** Contractor shall provide suitable operational and safety training for all of its
1702 employees who operate Collection vehicles or equipment. Contractor shall train its employees
1703 involved in Collection to identify, and not to Collect, Excluded Waste. Upon the City Contract
1704 Manager's request, Contractor shall provide a copy of its safety policy and safety training program,
1705 the name of its safety officer, and the frequency of its trainings.

1706 **E. Designated Staff.** Contractor shall designate one (1) qualified full-time employee as supervisor of
1707 field operations. The designated field supervisor will devote at least fifty percent (50%) of his/her
1708 time in the City in the field checking on Collection operations, including responding to Customer
1709 requests, inquiries, and Complaints.

1710 **F. Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and
1711 continuity of Contractor's staff assigned to perform the services required under this Agreement.
1712 Contractor shall notify the City of any changes in Contractor's key staff to be assigned to perform
1713 the services required under this Agreement. At least thirty (30) calendar days prior to replacing its
1714 General Manager, Contractor shall notify City in writing of the name and qualifications of the new
1715 General Manager or designee. Contractor shall ensure that such replacement is an individual with
1716 like qualifications and experience.

1717 The staffing positions to be provided by Contractor to perform the services described herein to the
1718 City are identified in Exhibit H (Anticipated Required Positions). Prior to the Effective Date, City shall,
1719 in consultation with Contractor, define key staffing positions and related full-time-equivalent
1720 staffing levels, to include, but not be limited to general manager, route supervisors, Customer
1721 Service supervisor and staff, and Outreach and Education supervisor and staff. Failure to
1722 consistently maintain staffing levels for these key positions including general manager, route
1723 supervisory staff, Customer Service staff during the Term of the Agreement shall be considered a
1724 material breach.

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 ensure that its personnel at all times fully comply with Applicable Law.

At any point during the Term of this Agreement, the City may request, in writing, that any of Contractor's employees be reassigned such that they no longer perform any work relating to this Agreement, and shall provide a statement describing the reason for such request. Within twenty-four (24) hours of Contractor's receipt of such request, or such other time agreed to by City in writing, Contractor shall remove the identified employee(s) from performing any work 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.

G. Diversion Coordinators. Contractor shall provide two (2) Diversion Coordinators beginning on the Commencement Date. The duties of the Diversion Coordinators will be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance, as described in Exhibit C (Public Education and Outreach Requirements). Diversion Coordinators shall be full-time, regular, professional positions, compensated in accordance with the wages shown in Contractor's Proposal for such positions. Contractor acknowledges that the Diversion Coordinator role is not intended to be an internship, or entry-level role. City shall have the option to participate in the training process for Contractor's Diversion Coordinators. City shall also hire a full-time corresponding staff member who will work in partnership with Contractor's Diversion Coordinators, Contractor shall have the option to participate in the training of such City employee.

In the event that Contractor fails to provide the required number of full-time equivalent Diversion Coordinators for more than four (4) months (sixteen consecutive weeks), Contractor shall remit to the City four thousand three hundred and seventy eight dollars (\$4,378) per un-provided employee for every month (in excess of four months) such employee is not provided. Such amount shall be adjusted annually by the same percentage used to adjust Rates in accordance with Article 8. For example, if for six months Contractor provides only one Diversion Coordinator, rather than the required two, Contractor would remit to the City a minimum of \$8,756 (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 City. The intent of this payment is for the City to utilize the funds to separately procure the equivalent in public education services.

5.8 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. City staff shall be invited at least one week in advance to participate in training.

1766 **B. Response to Excluded Waste Identified During Collection.** If Contractor determines that material
1767 placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor's
1768 employees, the Contractor shall have the right to refuse to accept such material. The Generator
1769 shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator
1770 cannot be reached immediately, the Contractor shall, before leaving the Premises, leave Non-
1771 Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone
1772 number of a facility that accepts the Excluded Waste or a phone number of an entity that can
1773 provide information on proper Disposal of the Excluded Waste. Under no circumstances shall
1774 Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly
1775 containerized Excluded Waste from a Collection Container.

1776 If Excluded Waste is found in a Collection Container or Collection area that could possibly result in
1777 imminent danger to people or property, the Contractor shall immediately notify the Stockton Fire
1778 Department.

1779 **C. Response to Excluded Waste Identified At Processing or Disposal Facility.** Materials Collected by
1780 Contractor will be delivered to the Approved or Contingent Facilities for purposes of Processing or
1781 Disposal. In the event that load checkers and/or equipment operators at such facility identify
1782 Excluded Waste in the loads delivered by Contractor, such personnel shall remove these materials
1783 for storage in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange for
1784 removal of the Excluded Wastes at its cost by permitted haulers in accordance with Applicable Laws
1785 and regulatory requirements. The Contractor may at its sole expense attempt to identify and
1786 recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the
1787 cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator. Records for
1788 Excluded Waste handling must be kept and occurrences reported to the City as provided in Exhibit
1789 D (Reporting Requirements).

1790 **5.9 CONTRACT MANAGEMENT**

1791 City has designated staff, the City Contract Manager, to be responsible for the monitoring and
1792 administration of this Agreement. Contractor shall designate an employee to serve as Contractor's
1793 Contract Manager(s), to be responsible for working closely with the City Contractor Manager in the
1794 monitoring and administration of this Agreement. The Contractor's Contract Manager shall not be
1795 involved in the management, operations, administration, marketing, or other activities of Contractor
1796 other than under this Agreement and up to one (1) other community's franchise agreement. Contractor
1797 shall be responsible for notifying the City Contract Manager of such other community and any change in
1798 assignments.

1799 The Contractor's Contract Manager shall meet and confer with the City Contract Manager to resolve
1800 differences of interpretation, and to implement and execute the requirements of this Agreement in an
1801 efficient, effective, manner that is consistent with the stated objectives of this Agreement.

1802 From time to time the City Contract Manager may designate other agents of City to work with Contractor
1803 on specific matters. In such cases, those individuals should be considered designee of the City Contract
1804 Manager for those matters to which they have been engaged. Such designees shall be afforded all of the
1805 rights and access granted thereto. In the event of a dispute between the City Contract Manager's
1806 designees and Contractor, the City Contract Manager's determination shall be conclusive for
1807 administrative purposes and is subject to Contractor's challenge pursuant to Section 10.9.

1808 In the event of dispute between the City Contract Manager and the Contractor regarding the
1809 interpretation of or the performance of services under this Agreement, the City Contract Manager's
1810 determination shall be conclusive except where such determination results in a material impact to the
1811 Contractor's revenue and/or cost of operations. In the event of a dispute between the City Contract
1812 Manager and the Contractor results in such material impact to the Contractor, the provisions of Section
1813 10.9 shall apply. For the purposes of this section, "material impact" is an amount equal to or greater than
1814 \$50,000 (fifty thousand dollars.)

1815 City Contract Manager or their designee shall have the right to observe and review Contractor operations
1816 and Processing Facilities and enter Premises for the purposes of such observation and review, including
1817 review of Contractor's records related to this Agreement, during reasonable hours with reasonable notice.
1818 In no event shall Contractor prevent access to such Premises for a period of more than three (3) calendar
1819 days after receiving such a request. City Contract Manager shall be granted access to Contractor's
1820 information systems and Customer service database in accordance with Section 4.10.

1821 **5.10 ENVIRONMENTALLY-PREFERRABLE PURCHASING**

1822 Unless there are contractual constraints or commercial reasons not to, Contractor will make reasonable
1823 efforts to: (1) purchase materials with the highest available recycled content without materially degrading
1824 the performance of the product; (2) purchase materials that utilize non-toxic, non-polluting alternative
1825 chemistry; and (3) utilize Source Reduction and pollution prevention strategies for Contractor's
1826 operations. Alternatively, Contractor may utilize City's Environmentally Preferable Purchasing Policy
1827 provided as Exhibit I (Environmentally Preferable Purchasing Policy). City anticipates revising existing
1828 Environmentally Preferable Purchasing Policy during Term of Agreement as to be in compliance with SB
1829 1383 requirements as provided in Exhibit N (SB 1383 Requirements).

1830 **5.11 LOCAL PURCHASING PREFERENCE**

1831 Unless there are contractual constraints or commercial reasons not to, Contractor will make reasonable
1832 efforts to give preference to purchasing materials and supplies used in connection with Agreement from
1833 local vendors within the County or State; and in that order of preference. This may include Contractor
1834 purchasing the following items from vendors within the County: vehicle supplies (e.g., fuel, fluids, tires,
1835 parts, etc.); printing and publishing services for any and all public education and outreach materials;
1836 uniforms, safety clothing/equipment, and work boots; and office supplies.

1837 **5.12 PERFORMANCE IMPROVEMENT OVER TIME**

1838 Contractor shall perform services under this Agreement in a manner which supports the City's
1839 environmental goals. This includes, but is not limited to, providing Collection services, education, and
1840 outreach to Customers and in the community which promote Source Reduction, reuse, Recycling,
1841 Composting, and other methods to reduce Disposal. Contractor is required to recommend opportunities
1842 for Customers to reduce their Solid Waste subscription levels and increase the level of Recyclable
1843 Materials and Organic Materials service received. City may require Contractor to assist City with additional
1844 aspects of SB 1383 compliance beyond those contained in the Agreement as of the Effective Date, as
1845 provided in Exhibit N (SB 1383 Requirements) pursuant to Section 4.2.F, and subject to the provisions of
1846 Section 3.5.

1847 City and Contractor agree that in the course of providing the services described in the Agreement,
1848 Contractor shall make continuous annual improvement over the Term by:

- 1849 A. Increasing Participation Increasing the percentages of Residential Customers and of Commercial
1850 Customers, and the percentage of total Customers receiving Organics Collection service, up to a
1851 ceiling of 90% each for Single Family, Multi-Family, Commercial Customers;
- 1852 B. Increasing Capture Rate Increasing the average pounds Collected per cubic yard of subscribed
1853 Organics Materials capacity by Multi-Family Customers and Commercial Customers; and,
- 1854 C. Decreasing Contamination Decreasing the weight of Contamination as a percentage of the weight
1855 of total Recyclable Materials and Organic Materials as set-out, as measured by the waste
1856 composition studies defined in Exhibit E (Discarded Material Composition Analysis and Recyclable
1857 Material Commodities). City may require Contractor to conduct Solid Waste composition studies as
1858 defined in Exhibit E (Discarded Material Composition Analysis and Recyclable Material
1859 Commodities) up to five times during the Term, excluding the baseline study described in the
1860 following paragraph.
- 1861 Assessing progress for Items A and B above shall be based on comparing the annual calendar year data
1862 for each metric as reported in the annual report as provided in Exhibit D (Reporting Requirements) with
1863 the comparable data for the previous calendar year. For Item C above, within forty-five (45) days of the
1864 Commencement Date, Contractor shall propose in writing the parameters for conducting, at no cost to
1865 the City, an initial Discarded Material composition study of Recyclable Materials, Organics Materials, and
1866 Solid Waste as defined in Exhibit E (Discarded Material Composition Analysis and Recyclable Material
1867 Commodities) to define the baseline level of Contamination for assessing Contractor progress over time
1868 in reducing Contamination. Contractor shall submit to City the results of the initial waste composition
1869 study within forty-five (45) days of City review and approval of the proposed parameters.
- 1870 City acknowledges that Contractor may not achieve progress for all three measures over a given period of
1871 time. Should Contractor fail to make progress for at least two of the three measures defined above,
1872 Contractor shall have the opportunity to meet and confer with the City Contract Manager to present
1873 Contractor's efforts in striving to achieve such targets, prior to the penalties specified in Exhibit F
1874 (Performance Standards and Liquidated Damages), Part 4, Item 1, being due. City may in its reasonable
1875 discretion waive such penalties, or portions of penalties based on a determination that Contractor has
1876 made a good faith effort towards improved progress over time in each of the above measures.
- 1877 Failure to perform education and outreach activities and targeted technical assistance, as defined in
1878 Exhibit F (Performance Standards and Liquidated Damages), Part 4, Items 2 and 3 shall result in the
1879 applicable Liquidated Damages provided in Exhibit F (Performance Standards and Liquidated Damages).
- 1880 Failure to fill education and outreach staffing and/or technical assistance staffing defined in Section 5.7.G
1881 shall result in Contractor payment to the City, of the City's fully-loaded cost to provide the same staff
1882 position(s).
- 1883 In addition, Contractor shall document Generator compliance with the Commercial Recycling mandates
1884 of AB 341 and AB 1826, as provided in Public Resources Code 42649.81. Once per quarter, Contractor shall
1885 submit to the City as a part of the Quarterly report (submitted in accordance with Section 6.2) a list of
1886 Commercial Customers who do not currently subscribe to Recyclable Materials Collection service from
1887 Contractor, and a listing of Commercial Customers who do not currently subscribe to Organic Materials
1888 Collection service from Contractor. For Customers on this list who do not subscribe to Recyclable
1889 Materials, or Organic Materials Collection from Contractor, Contractor shall cooperate with the City to
1890 report if that Customer is in compliance with the AB 341, and AB 1826 Commercial Recycling mandates

through some other approved method. This could include recycling with another City-approved service provider (in accordance with Section 1.2), self-hauling to a Recycling center, or back-hauling materials through their distribution system to a central location for Diversion. Quarterly AB 341/AB 1826 compliance reports shall be in a format approved by the City. Beginning January 2022, Contractor shall submit quarterly SB 1383 status report in a format approved by the City.

ARTICLE 6.

RECORD KEEPING AND REPORTING

6.1 RECORD KEEPING

Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting under this Agreement (including Exhibit N SB 1383 Requirements), Applicable Law, and to demonstrate compliance with this Agreement. Unless otherwise required in this Article, Contractor shall retain all such records and data required to be maintained by this Agreement for the Term of this Agreement plus three (3) years after its expiration or earlier termination. Such records and data shall be in chronological and organized form and readily and easily interpreted. Upon request, any such records shall be retrieved within ten (10) Working Days of a request by the City Contract Manager and made available to the City Contract Manager. Contractor shall maintain adequate record security to preserve such records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required.

City 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, City regards its ability to prove where Collected Recyclable Materials, Organic Materials, and Solid Waste are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials, and Solid Waste Collected were Transferred, Processed, or Disposed by Contractor. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of five (5) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

6.2 REPORT SUBMITTAL REQUIREMENTS

Contractor shall submit quarterly reports due on the 15th day of the month following the end of the quarter. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year (with the exception that Contractor shall coordinate with the City Contract Manager to ensure that any materials scheduled to be included in the annual report due in 2022 be provided earlier if necessary for the City to comply with the reporting requirements of SB 1383, as provided in Exhibit N (SB 1383 Requirements) pursuant to Section 4.2.F). Quarterly, and annual reports shall, at a minimum, include all data and information as described in Exhibit D (Reporting Requirements) and Exhibit E (Discarded Material Composition Analysis and Recyclable Material Commodities).

1931 It is the intent of the City to maintain consistency in reporting formats to allow for comparison of data
1932 over time. Contractor shall submit a revised proposed format for reporting 90 days prior to
1933 Commencement of Agreement for City review and approval. As such, Contractor will work with City to
1934 determine report formats that are responsive to the objectives and audiences for each report. The format
1935 of each report shall be approved by the City Contract Manager, at their reasonable discretion. City
1936 Contract Manager may, from time to time during the Term, review and request changes to Contractor's
1937 report formats and content and Contractor shall not unreasonably deny such requests.

1938 Contractor shall submit all reports to the City Contract Manager electronically via e-mail using software
1939 acceptable to the City.

1940 City reserves the right to require Contractor to provide additional reports or documents as City Contract
1941 Manager reasonably determines to be required for the administration of this Agreement or compliance
1942 with Applicable Law. As such, Contractor may be requested to assist City with reporting and record
1943 keeping requirements mandated under SB 1383.

1944 **6.3 PERFORMANCE REVIEW AND AUDIT**

1945 The City may conduct, and Contractor shall cooperate with, up to three (3) performance reviews and/or
1946 up to three (3) detailed financial audits at any point during the Term of this Agreement to verify Contractor
1947 has fulfilled its financial and operational obligations under this Agreement. The purpose of such review
1948 and audit shall be, without limitation, to review Complaints, billings, and fee payments to City, and to
1949 determine if Contractor has met the performance standards described in this Agreement (including,
1950 without limitation, performance standards established in Exhibit F). Performance reviews and/or financial
1951 audits may include route auditing. City may choose to enlist professional service providers to perform
1952 such review and audit, and Contractor shall be required to pay City's actual costs for such services up to
1953 forty thousand dollars (\$40,000) per audit and up to eighty thousand dollars (\$80,000) per performance
1954 review (such amounts shall be adjusted annually by the annual percentage change in CPI, calculated in
1955 accordance with Article 8). Selection of professional service providers shall be at City's sole discretion and
1956 Contractor shall not attempt to influence the City Council, City Contract Manager or other City staff in this
1957 selection. Contractor shall cooperate with the City and its agents during the review and audit process. If
1958 any noncompliance with the Agreement is found, the City may direct the Contractor to correct the
1959 inadequacies in accordance with Article 10 of this Agreement.

1960 At the City's sole option, with at least thirty (30) calendar days written notification to the Contractor, it
1961 may conduct a public hearing at which the Contractor shall be present and shall participate, to review the
1962 Contractor's performance and quality of service and provide for evaluation of technological and
1963 regulatory changes. The reports required by Exhibit D (Reporting Requirements) to this Agreement
1964 regarding Customer Complaints may be utilized as a basis for review as well as any findings from
1965 performance review and/or audits. Performance and service quality review hearings may be scheduled
1966 by the City at its discretion throughout the Term of the Agreement.

1967 **6.4 WASTE GENERATION, CHARACTERIZATION, AND PILOT STUDIES**

1968 Contractor acknowledges that City, CalRecycle, or other governmental agencies may wish to perform
1969 generation and characterization studies periodically with respect to materials covered under this
1970 Agreement. Contractor agrees to participate and cooperate with City and its agents and to perform
1971 studies and data collection exercises, as needed, to determine weights, volumes and composition of

1972 materials generated, Disposed, Diverted or otherwise Processed. If City requires Contractor to participate
1973 in such a study, Contractor and City shall mutually agree on the scope of services to be provided by
1974 Contractor and the amount of compensation, if any, that the City will pay to Contractor for such
1975 participation. In any event, Contractor shall permit and in no way interfere with the Collection and
1976 handling of the subject materials by other Persons for such purposes.

1977 Contractor acknowledges that the City may, from time to time during the Term, wish to conduct and/or
1978 participate in pilot studies related to the Customers and materials that are the subject of this Agreement.
1979 If City requires Contractor to participate in any such a pilot study, Contractor and City shall mutually agree
1980 on the scope of services to be provided by Contractor and the amount of compensation, if any, that the
1981 City will pay to Contractor for such participation. In any event, Contractor shall permit and in no way
1982 interfere with the Collection and handling of the subject materials by other Persons for such purposes.

1983
1984

ARTICLE 7. CITY FEES

1985 7.1 FRANCHISE FEE

1986 In consideration of grant of franchise, Contractor shall pay a Franchise Fee to City each month. The amount
1987 of the Franchise Fee shall be equal to twenty percent (20%) of Gross Receipts for all services performed
1988 under this Agreement. This fee is an allowable cost recoverable through the Rates but is a fee paid solely
1989 by Contractor. Contractor and City agree the Franchise Fee is a negotiated amount that is reasonably
1990 related to the value of the rights granted to Contractor under this Agreement.

1991 7.2 DIVERSION PROGRAM AND CONTRACT MANAGEMENT FEE

1992 The Contractor shall pay a Diversion Program and Contract Management Fee to City each month. The
1993 amount of the Diversion Program and Contract Management Fee shall be equal to three and one-half
1994 percent (3.5%) of Gross Receipts for all services performed under this Agreement and shall be paid in
1995 equal monthly installments. City shall use the Diversion program portion of the Diversion Program and
1996 Contract Management Fee to offset expenses including staffing costs related to City programs, pilot
1997 studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance,
1998 provision of special Containers, or other activities related to compliance with Diversion mandates,
1999 including but not limited to AB 939, AB 341, AB 1826, and SB 1383. City shall use the contract management
2000 portion of the Diversion Program and Contract Management Fee to offset expenses related to Contractor
2001 and third-party compliance with the Agreement and applicable related municipal ordinance
2002 requirements. The City shall retain the sole right to set priorities for the use of this fee. This fee is an
2003 allowable cost recoverable through the Rates but is a fee paid solely by Contractor.

2004 7.3 ADJUSTMENT TO FEES

2005 City may set other fees or adjust the fees established in this Article from time-to-time during the Term of
2006 this Agreement and such adjustments shall be included in the adjustment of Rates as described in Article
2007 8. City will give the Contractor notice of any pending change to fees no less than ninety (90) days prior to
2008 the City's scheduled effective date for the change.

2009 Such fee adjustments shall be effective upon the inclusion of the adjustments in the Rates.

2010 The amounts of the Franchise Fee, and the Diversion Program and Contract Management Fee for
2011 subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U,
2012 calculated in accordance with the adjustment method described in Article 8, or shall be the amount
2013 specified by the City.

2014 **7.4 PAYMENT SCHEDULE AND LATE FEES**

2015 Following transfer of billing responsibilities to Contractor as provided in Section 4.10.4, by the twentieth
2016 day of each subsequent calendar month, during the Term of this Agreement, Contractor shall remit to City
2017 all fees related to Contractor collection of revenue during the previous calendar month as described in
2018 this Article. Such fees shall be remitted to City and sent or delivered to the City Contract Manager. If such
2019 remittance is not paid to City on or before the twentieth (20th) calendar day following the end of a calendar
2020 month, all fees due shall be subject to a delinquency penalty of one and one-half percent (1.5%), which
2021 attaches on the first day of delinquency. The delinquency penalty shall be increased an additional one and
2022 one-half percent (1.5%) for each additional month the payment remains delinquent.

2023 Each monthly remittance to City shall be accompanied by a statement listing the amount of each fee paid;
2024 calculation of each fee, by Customer Type for the period collected from all operations conducted or
2025 permitted by this Agreement. City Contract Manager may, at any time during the Term, request a detailed
2026 calculation of Gross Receipts which may include, but is not necessarily limited to, the number of
2027 Customers charged at each Service Level and Rate for each billing period. Contractor shall maintain all
2028 supporting documents and calculations for each payment made to City as required by Section 6.1.

2029 If the Contractor fails to pay the entire amount of compensation due the City through error or
2030 otherwise, the difference due the City shall be paid by the Contractor within thirty (30) days from
2031 discovery of the error or determination of the correct amount. In addition, the Contractor shall pay
2032 interest on any underpayment at the rate of ten percent (10%) per annum. Any overpayment to the
2033 City through error or otherwise shall be offset against the next payment due from the Contractor.
2034 Acceptance by the City of any payment due under this Article 7 shall not be deemed to be a waiver
2035 by the City of any breach of this Agreement, nor shall the acceptance by the City of any such
2036 payments preclude the City from later establishing that a larger amount was actually due, or from
2037 collecting any balance due to the City. In case of dispute between the City and the Contractor
2038 regarding any amounts due, the Contractor shall pay the amount claimed by the City as due and
2039 notify the City in writing at the time of payment as to any portion that is paid under protest, specifying
2040 the basis of its claim of overpayment.

2041 City Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and
2042 payment of fees. Contractor shall cooperate with the City Contract Manager in any such audit. Should City
2043 or its agent perform this review and identify billing errors or other errors in payment of fees valued at one
2044 (1) percent or more of Gross Receipts for the period reviewed, Contractor shall, in addition to
2045 compensating City for lost fees, reimburse the City's actual cost of the review.

ARTICLE 8.
CONTRACTOR COMPENSATION AND
CUSTOMER RATES

8.1 RATES

The Rates contained in Exhibit G3 (Initial Rates for Collection Services) are the only compensation to Contractor for provision of Collection Services. Contractor shall bill and collect payment for Residential, Multi-Family, and Commercial Services in accordance with the Rates set forth in Exhibit G3 (Initial Rates for Collection Services), as adjusted in the future, and pursuant to Article 8.

8.2 ADJUSTMENT OF RATES

A. Annual Adjustment. Notwithstanding the provisions of Section 8.4 and subject to the terms herein, the Contractor is entitled to one Rate adjustment annually beginning January 1, 2021. Contractor's request for an adjustment shall be prepared in a format approved by the City Contract Manager, and is to be submitted to City by each July 1 beginning with July 2020. Each adjustment is to be based on data from a previous twelve (12) month period as specified in this Section 8.2, is to be approved by the City with good faith effort by September 1 of each year, and will be effective on each subsequent January 1.

B. Adjustment of the Rate. Each Rate shall be adjusted up or down to reflect the Annual Percentage Change in the inflation rate measured as the percentage increase in the CPI-U over the previous twelve (12) months.

The "Annual Percentage Change" for a cost index shall be calculated as the average index value (the mean of all data points for a given time period) for the 12-month period ending April of the then-current Rate Period minus the average index value for the corresponding 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 12-month period of the most recently completed Rate Period. The calculated Annual Percentage Change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths.

The "CPI-U" is 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.

For example, if the Contractor is calculating the Annual Adjustment due in July 2020 to be effective January 1, 2021, and the CPI-U example values below were correct, the Annual Percentage Change for the CPI-U would be calculated as follows:

| Year | Jun | Aug | Oct | Dec | Feb | Apr | Average Index Value |
|--|---------|---------|---------|---------|---------|---------|---------------------|
| 2018/19 | 286.062 | 287.664 | 289.673 | 289.896 | 291.227 | 294.801 | 289.887 |
| 2019/20 | 295.259 | 295.490 | 298.270 | 298.499 | 299.870 | 303.550 | 298.490 |
| Annual Percentage Change = $(298.490 - 289.887) / 289.887 =$ | | | | | | | 2.968% |

Note: All values presented herein are for example only to illustrate the calculation method.

2079 The Annual Percentage Change shall then be applied to each individual Rate in the following
2080 manner, and rounded to the nearest whole cent:

2081
$$\text{Adjusted Rate} = (1 + \text{Annual Percentage Change}) \times \text{Current Rate}$$

2082 For example, assume:

2083 1. The Rate for Commercial Solid Waste Bin Service, three (3) cubic yards Collected once per
2084 week is \$100.00 per month.

2085 2. The Annual Percentage Change is 2.968%

2086 Then the adjusted three (3) cubic yard, once per week, Solid Waste Bin Rate is calculated as
2087 follows:

2088
$$\text{Adjusted Rate} = (1 + 0.02968) \times \$100.00 = \$102.97$$

2089 In the event that the percentage increase in the CPI-U is in excess of five percent (5%), the City
2090 reserves the right to "roll-over" the incremental dollar value of the percentage increase in excess of
2091 five percent (5%) such that the increment may be deferred to the following Rate Period, as an
2092 addition to the Annual Adjustment calculated for the following Rate Period, which is also subject to
2093 the five percent (5%) maximum Annual Adjustment.

2094 The following example illustrates how the "roll-over" of amounts exceeding the five percent (5%)
2095 maximum Annual Adjustment. For example, assume:

2096 1. The Rate for Commercial Solid Waste Bin Service, three (3) cubic yards Collected once per
2097 week is \$100.00 per month.

2098 2. The Annual Percentage Change is 5.786%

2099 Then the adjusted three (3) cubic yard, once per week, Solid Waste Bin Rate is calculated
2100 as follows:

2101
$$\text{Adjusted Rate} = (1 + 0.05000) \times \$100.00 = \$105.00$$

2102
$$\text{Roll-over incremental dollar amount} = (0.05786 - 0.05000) \times \$100.00 = \$0.79$$

2103 The "roll-over" percentage of the incremental dollar value of the percentage increase in
2104 excess of five percent (5%) is calculated as follows:

2105
$$\text{Carry forward roll-over percentage} = (0.05786 - 0.05000) / (1 + 0.05000) = 0.749\%$$

2106 3. The following year is calculated as follows:

2107 Assume the following year Annual Percentage Change is 3.259%

2108 Test: (roll-over 0.749% plus annual percentage change is 3.259% = 4.008%), compare
2109 result to 5.000% cap, (4.008% < 5.000%)

2110 If sum of roll-over and annual percentage change > 5.000% then calculate Adjusted Rate
 2111 as shown in step 2 above.

2112 If sum of roll-over and annual percentage change < 5.000% then calculate Adjusted Rate
 2113 as follows:

2114 Addition of roll-over before applying the new Annual Percentage Change = $(1+0.007490)$
 2115 $\times \$105.00 = \105.79

2116 Adjusted Rate = $(1+0.03259) \times \$105.79 = \109.24

2117 **C. Change in the CPI-U Index.** If the CPI-U is discontinued or revised during the Term by the United
 2118 States Department of Labor, such other government index or computation with which it is
 2119 replaced shall be used in order to obtain substantially the same result as would be obtained if
 2120 the CPI-U had not been discontinued or revised.

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2150 **8.3 APPROVAL AND NOTICE OF ADJUSTED RATES**

2151 The City shall act in good faith to approve adjusted Rates on each September 1, beginning with September
2152 1, 2020 to be effective the following January 1 beginning with January 1, 2021. Contractor shall provide
2153 all Customers with advance written notice of approved Rate adjustments, in the form of a bill insert or
2154 notification on the invoice at least thirty (30) days prior to the effective date of each Rate adjustment.

2155 **8.4 SPECIAL RATE REVIEW**

2156 **A. Eligible Items.** Notwithstanding the schedule for annual Rate adjustments described in Section 8.2
2157 and subject to the terms herein, the Contractor is entitled to apply to the City for consideration of
2158 a special Rate review, or the City may initiate such a review should one or more of the following
2159 occur:

2160 1. Material changes in the net cost of Transportation, Disposal and/or Processing due to the City
2161 requiring the Contractor to use a Disposal or Processing Facility(ies) that is not an Approved
2162 Facility(ies) or a Contingent Facility(ies).

2163 2. Increased frequency of street sweeping, or other documented material increases in cost
2164 directly resulting from City-directed changes in required service.

2165 3. A change in the cost of providing Collection, Disposal, Processing, or services under this
2166 Agreement hereunder due to an increase in State or local fees or surcharges at the Disposal
2167 or Processing site or a Change in Law. City shall adjust Rates accordingly based on Contractor
2168 submittal of cost information with sufficient documentation of the effect of the change, and
2169 without a full special Rate review.

2170 4. A Change in Scope as provided in Section 3.5.

2171 5. Changes to the Franchise Fee, or the Diversion Program and Contract Management Fee in
2172 accordance with Article 7. City shall adjust Rates accordingly based on Contractor submittal
2173 of cost information with sufficient documentation of the effect of the change, and without a
2174 full special Rate review.

2175 6. A Change in Law for which Contractor compliance is mandatory, and that results in fully
2176 documented incremental increases in the specific cost of providing Disposal, Processing, or
2177 other services under this Agreement. In addition, a Change in Law for which Contractor
2178 compliance is mandatory, and for which a fully documented decrease in revenues exceeds
2179 the related decrease in costs for providing Disposal, Processing, or other services under this
2180 Agreement.

2181 **B. Ineligible Items.** Items for which Contractor will not be additionally compensated over the Term,
2182 except as resulting from a Change in Scope, include, but are not limited to:

2183 1. Changes in fuel cost.

- 2184 2. Changes in total or commodity-specific Recycling and Organics revenues from the sale of
2185 Recyclables Materials, due to any change in market conditions or any other factors including
2186 international trade actions, whether or not subject to Contractor's control.
- 2187 3. Increases in the cost of Recyclables or Organics Transport and/or Processing, including as
2188 necessary to address changes in market conditions or any other factors, whether or not
2189 subject to Contractor's control, and except as City-directed or specifically contemplated in
2190 Section 4.1.
- 2191 4. Increases in Transportation time and/or costs related to provision of all Collection services,
2192 except as provided in 8.4.A.6 or as otherwise provided in this Agreement.
- 2193 5. Changes in the number of Customers due to changes in population or housing/business
2194 development, or to annexation.
- 2195 6. Shifts in the number of accounts between larger and smaller Cart sizes, large and smaller Bins,
2196 or more or less frequency of Bin pickup.
- 2197 7. Changes in the Collection location, volume and/or frequency of Collection of Recyclables,
2198 Organics, and Solid Waste associated with City Services specified in Article 4 and in Exhibit B4
2199 (City Services) and B5 (Community Services) such that Service Levels do not exceed the total
2200 volume of the identified Service Levels. To the extent that total volume of Collected Discarded
2201 Material associated with City Services as identified in Exhibit B4 (City Services) or B5
2202 (Community Services), including through provision of new Organic Materials Collection
2203 service surpasses the total volume identified in the applicable Exhibits, Contractor shall be
2204 compensated based on then-comparable Commercial Rates.
- 2205 8. Incorrectly estimated number of accounts; Tons of Solid Waste, Recyclables or Green Waste
2206 and Food Waste; or inaccuracies in any other assumptions or data at any time during the
2207 Term.
- 2208 9. Changes in relative geographic costs for provision of street sweeping services within the City,
2209 except as provided in Section 8.4.A.
- 2210 C. **Review of Costs.** Should either Party request a special Rate review, the City shall have the right
2211 to review any or all costs associated with the Contractor's services under this Agreement. A
2212 special Rate review may, at the City's sole discretion occur in conjunction with a performance
2213 review or audit pursuant to Section 6.3 to determine Contractor's compliance or breach under
2214 this Agreement. Prior to granting a request, City may take such steps as it deems necessary to
2215 determine if Contractor is in breach of any of its requirements under the Agreement. Should
2216 City determine Contractor is in breach of any of its requirements, the City-approved adjustment
2217 may be delayed until breach is cured. Unless Contractor is found to be in breach, Rate
2218 adjustments resulting from special Rate reviews shall, as applicable, be retroactive to the date
2219 of Contractor application.
- 2220 D. **Submittal of Request.** Contractor must submit any request for a special review of Rates, and
2221 reasonable cost and operational data in a form and manner specified by the City at least six (6)
2222 months prior to the proposed effective date of any Rate adjustment, and shall make every
2223 effort to have any such increase coincide with a regular Rate adjustment. Contractor shall use

2224 the initial cost forms contained in Exhibit G2 (Cost Basis for Submittal) as the baseline from
2225 which to document specific increases and/or decreases in cost and changes in operational data
2226 and assumptions.

2227 E. **Burden of Justification.** Contractor shall bear the burden of justifying to City by substantial
2228 evidence any entitlement to a Rate adjustment under this Section 8.4. If the City determines
2229 that the Contractor has not met its burden, the Contractor may request another hearing to
2230 produce additional evidence. Upon request, the City may permit said additional hearing.

2231 F. **Grant of Request.** Based on evidence the Contractor submits, the City may grant some, all or
2232 none of the requested Rate adjustment. However, if Contractor meets its burden as set forth
2233 in subsection E above, and City determination that the Contractor is in substantial compliance
2234 with the terms of Agreement, the City will not withhold approval.

2235 G. **Calculation of Rate Adjustment.** Any Rate adjustment made pursuant to this Section 8.4 shall be
2236 calculated as a uniform percentage increase to all Customer Rates.

2237 H. **Cost of the Review.** The Party initiating or requesting a special Rate review shall compensate
2238 the other Party for all reasonable and documented costs associated with conducting the
2239 review.

2240 **8.5 RESOLUTION OF DISPUTES REGARDING SPECIAL RATE REVIEWS**

2241 This Section 8.5 pertains only to special Rate reviews requested by Contractor under the provisions of
2242 Section 8.4. If City rejects a special Rate adjustment requested by the Contractor, grants a Rate adjustment
2243 different than was requested by the Contractor, or fails to act in a timely manner upon all or any part of
2244 the Contractor's special Rate adjustment application, then Contractor's remedy against the City is to file
2245 a petition for writ of mandate pursuant to Code of Civil Procedure Section 1085. Contractor expressly does
2246 not have a cause for action for damages against the City, should the City be unable to implement a planned
2247 adjustment in Rates for the reasons set forth in Section 9.1.E.

2248 **8.6 RATE STRUCTURE**

2249 The City may, at any time during the Term of this Agreement and in its sole discretion, change the
2250 relationship of individual Rates in comparison with other Rates. Any such changes would occur in
2251 conjunction with the annual Rate adjustment process described in Section 8.2.B or in conjunction with a
2252 Rate adjustment resulting from a Special Rate adjustment in accordance with Section 8.4. It is City intent
2253 that all changes to the Rates charged under the new structure shall be calculated in such a way that the
2254 revised Rate structure generates at least the same amount of total revenue when the current number of
2255 accounts at each Service Level are multiplied by the Rates charged for each Service Level, and the total
2256 for all Service Levels are summed. City will give the Contractor notice of any pending change in Rate
2257 structure prior to submittal of Contractor's request for a Rate change or no less than one hundred and
2258 twenty (120) days prior to the City's scheduled effective date for the change. Within two weeks of City
2259 notice, Contractor may provide written comments, and may request a meeting with City staff to discuss
2260 the change in Rate structure.

2261 If, in the twelve (12) months following the change in Rate structure, Contractor's total revenues decrease
2262 by more than a quarter percent (0.25%), and Contractor can demonstrate that the decrease was due to
2263 the change in Rate structure, Contractor shall be provided a Special Rate adjustment as specified in Section

8.4 equivalent to the documented decrease in total revenue due to the change in Rate structure. The Special Rate adjustment may at City discretion provide for an adjustment to one Rate, multiple Rates, or all Rates.

ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

9.1 INDEMNIFICATION

A. General. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under the Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement and shall expressly include claims related to cyber security and the alleged inadequate protection of confidential information.

B. Excluded Waste. 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 Waste except in strict compliance with all Applicable Laws.

In the event that Contractor negligently or willfully mishandles Excluded Waste 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 City's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, City may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse City 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 7.4. 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 Approved Disposal Facility, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful misconduct.

C. Environmental Indemnity. Contractor shall defend, indemnify, and hold City harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor in handling Excluded Waste.

D. **Related to AB 939, AB 341, AB 1826, and SB 1383.** Except to the extent expressly precluded by Public Resources Code section 40059.1, 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, and/or SB 1383 are not met due to Contractor's failure to comply with this Agreement or Applicable Law.

E. **Related to Rates.** Should there be a legal challenge, Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution (Proposition 218), which impacts the Rates for the Collection services established in accordance with this Agreement, Contractor agrees to meet and confer with City to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement.

City may conduct the public notification process provided in Proposition 218 in the interest of providing transparency in decision-making. City considers the Rates to be service-related and not property-related. If, at any time, a Rate adjustment determined to be appropriate by both City and Contractor to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, including a majority protest under Proposition 218, Contractor shall be granted the option to negotiate with City, in good faith, a reduction of services equal to the value of the Rate adjustment that cannot be implemented. If City and Contractor are unable to reach agreement about such a reduction in services after good faith negotiations, then Contractor may terminate this Agreement upon one year's prior written notice to City, in which case the Contractor and City 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 Rates should be modified for reasons related to Franchise Fees or other City Fees and charges, Contractor shall reduce the Rates it charges Customers by a corresponding amount with City's consent, which shall not be unreasonably withheld.

Nothing herein is intended to imply that California Constitution, Articles XIIC or XIID, 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 City to contribution or indemnity from third parties.

9.2 INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to Persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees, or Subcontractors. With respect to General Liability and Contractors Pollution Liability, coverage should be maintained for a minimum of five (5) years after termination of the Agreement.

A. **Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on

2344 an "occurrence" basis, including products and completed operations, property damage,
2345 bodily injury and personal & advertising injury with limits no less than **\$10,000,000** per
2346 occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
2347 separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall
2348 be twice the required occurrence limit.

2349 2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto
2350 (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos,
2351 with limit no less than **\$10,000,000** per accident for bodily injury and property damage.

2352 3. **Workers' Compensation** insurance as required by the State of California, with Statutory
2353 Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident
2354 for bodily injury or disease.

2355 4. **Contractors Pollution Liability (Environmental Liability)** applicable to the work being
2356 performed by Contractor, Subcontractors and/or affiliates, with a limit no less than
2357 \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

2358 5. **Crime** - Insurance no less than **\$1,000,000** per occurrence, covering all officers and
2359 employees, for loss of Loan proceeds caused by dishonesty.

2360 6. **Performance Bond** as provided in Section 9.3.

2361 If Contractor maintains broader coverage and/or higher limits than the minimums shown above,
2362 the City of Stockton requires and shall be entitled to the broader coverage and/or higher limits
2363 maintained by the Contractor, subject to the agreed upon indemnity provisions within this contract.
2364 Any available insurance proceeds in excess of the specified minimum limits of insurance and
2365 coverage shall be available to the City of Stockton, subject to the agreed upon indemnity provisions
2366 within this contract.

2367 **B. Self-Insured Retentions.** Self-insured retentions must be declared to the City of Stockton Risk
2368 Services.

2369 **C. Other Insurance Provisions.**

2370 1. All required limits may be obtained via any combination of primary and excess/umbrella
2371 policies.

2372 2. The General Liability, Automobile Liability and Contractors Pollution Liability policies are to
2373 contain, or be endorsed to contain, the following provisions:

2374 i. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered**
2375 **as additional insureds** with respect to liability arising out of work or operations
2376 performed by or on behalf of the Contractor including materials, parts, or equipment
2377 furnished in connection with such work or operations. General liability coverage can be
2378 provided in the form of an endorsement to the Contractor's insurance (at least as broad
2379 as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG
2380 20 37 forms if later revisions used). Additional insured Name of Organization shall read
2381 "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City

2382 of Stockton, its officers, officials, employees, and volunteers for all locations work is done
 2383 under this contract. Blanket endorsements are acceptable, subject to City of Stockton
 2384 Risk Services approval.

2385 ii. For any claims related to this project, **the Contractor's insurance coverage shall be**
 2386 **endorsed as primary insurance** coverage at least as broad as LD 20287 0606 as respects
 2387 the City of Stockton, its officers, officials, employees, agents, and volunteers. Any
 2388 insurance or self-insurance maintained by the City of Stockton, its officers, officials,
 2389 employees, agents, or volunteers shall be excess of the Contractor's insurance and shall
 2390 not contribute with it. The City of Stockton does not accept endorsements limiting the
 2391 Contractor's insurance coverage to the sole negligence of the Named Insured.

2392 iii. Each insurance policy required above other than workers' compensation shall provide
 2393 that coverage shall not be canceled, except with notice to the City of Stockton, in
 2394 accordance with cancellation provisions within the policies.

2395 3. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability
 2396 insurance, covering materials to be Transported by Contractor pursuant to the contract. This
 2397 coverage may also be provided on the Contractors Pollution Liability policy.

2398 4. If Contractors Pollution Liability including Errors & Omissions coverages are written on a
 2399 claims-made form:

2400 i. The retroactive date must be shown, and must be before the date of the contract or the
 2401 beginning of work under the Agreement.

2402 ii. Insurance must be maintained and evidence of insurance must be provided for at least
 2403 five (5) years after termination of the Agreement.

2404 iii. If coverage is canceled or non-renewed, and not replaced with another claims-made
 2405 policy form with a retroactive date prior to the contract effective date, the Contractor
 2406 must purchase an extended period coverage for a minimum of five (5) years after
 2407 completion of contract work.

2408 iv. A copy of the claims reporting requirements must be submitted to the City of Stockton
 2409 for review.

2410 **D. Acceptability of Insurers.** Contractor's Insurance is to be placed with insurers with a current A.M.
 2411 Best rating of no less than A:VII if admitted in the State of California. If Contractors Pollution Liability
 2412 including Errors & Omissions coverages are not available from an admitted insurer, the coverage
 2413 may be written by a non-admitted insurance company. A non-admitted company should have an
 2414 A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation
 2415 Insurance Fund if not rated.

2416 **E. Verification of Coverage.** Contractor shall furnish the City of Stockton with original certificates and
 2417 amendatory endorsements, required by this contract. All certificates and endorsements are to be
 2418 received and approved by the City of Stockton Risk Services before work commences. However,
 2419 failure to obtain the required documents prior to the work beginning shall not waive the
 2420 Contractor's obligation to provide them. The City of Stockton reserves the right to require complete,
 2421 certified copies of endorsements required by these specifications, at any time.

2422 Contractor shall, prior to the commencement of work under this Agreement, provide the City of

- 2423 Stockton applicable, blanket form endorsement page(s) for each of the required policies.
- 2424 **F. Waiver of Subrogation.** Contractor hereby grants to City of Stockton a waiver of subrogation which
2425 any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers,
2426 from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement
2427 that may be necessary to affect this waiver of subrogation but this provision applies regardless of
2428 whether or not the City of Stockton has received a waiver of subrogation endorsement from the
2429 insurer.
- 2430 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the
2431 City of Stockton for all work performed by the Contractor, its employees, agents, and
2432 Subcontractors.
- 2433 **G. Subcontractors.** Contractor shall require and verify that all Subcontractors maintain insurance
2434 meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an
2435 additional insured on insurance required from Subcontractors as applicable. For CGL coverage
2436 Subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
- 2437 **H. Special Risks or Circumstances.** City of Stockton reserves the right to modify these requirements,
2438 including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special
2439 circumstances.
- 2440 **I. Certificate Holder Address.** Proper address for mailing certificates, endorsements, and notices shall
2441 be:
- 2442 City of Stockton
2443 400 E Main Street, 3rd Floor – HR
2444 Attn: City Risk Services
2445 Stockton, CA 95202

2446 **9.3 PERFORMANCE BOND**

2447 Within seven (7) calendar days of the City's notification to Contractor that the City has executed this
2448 Agreement, Contractor shall file with the City a bond, payable to the City, securing the Contractor's
2449 performance of its obligations under this Agreement and such bond shall be renewed annually if necessary
2450 so that the performance bond is maintained at all times during the Term. The principal sum of the bond
2451 shall be \$2,000,000 (two million). The bond shall be executed as surety by a corporation authorized to
2452 issue surety bonds in the State of California that has a rating of A or better in the most recent edition of
2453 Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to the City.

2454 **ARTICLE 10.**

2455 **DEFAULT AND REMEDIES**

2456 **10.1 EVENTS OF DEFAULT**

2457 Each of the following shall constitute an event of default, subject to the provisions of Section 10.7 (Excuse
2458 from Performance).

- 2459 **A. Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon the City.
- 2460 **B. Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or
2461 upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- 2462 **C. Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and affect the
2463 Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- 2464 **D. Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having
2465 authority over Contractor or other Applicable Law that would have an adverse effect on Contractor's
2466 ability to perform its obligations under this Agreement, provided that Contractor may cure any
2467 violation of Applicable Law if applicable or for violations of regulatory orders or filings, contest any
2468 such orders or filings by appropriate administrative proceedings conducted in good faith, in which
2469 case no breach or default of this Agreement shall be deemed to have occurred. The opportunity to
2470 contest orders or filings shall not include the pendency of any civil litigation doing so.
- 2471 **E. Reserved.**
- 2472 **F. Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, or
2473 Processing services as required under this Agreement for a period of two (2) consecutive calendar
2474 days or more, for any reason within the control of Contractor.
- 2475 **G. Failure to Pay or Report.** Contractor fails to make any payments to City required under this
2476 Agreement including payment of City Fees or Liquidated Damages and/or refuses to provide City
2477 with required information, reports, and/or records in a timely manner as provided for in the
2478 Agreement.
- 2479 **H. Acts or Omissions.** Any other act or omission by Contractor which materially violates the terms,
2480 conditions, or requirements of this Agreement, or Applicable Law and which is not corrected or
2481 remedied within the time set in the written notice of the violation or, if Contractor cannot
2482 reasonably correct or remedy the breach within the time set forth in such notice, if Contractor
2483 should fail to commence to correct or remedy such violation within the time set forth in such notice
2484 and diligently effect such correction or remedy thereafter.
- 2485 **I. False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City by
2486 Contractor in connection with or as an inducement to entering into this Agreement, or any future
2487 amendment to this Agreement, which proves to be false or misleading in any material respect as of
2488 the time such representation or disclosure is made, whether or not any such representation or
2489 disclosure appears as part of this Agreement; and, any Contractor-provided report containing a
2490 material misstatement, misrepresentation, data manipulation, or an omission of fact or content
2491 explicitly defined by the Agreement, excepting non-numerical typographical and grammatical
2492 errors.
- 2493 **J. Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's
2494 operating equipment, including without limits its equipment, maintenance or office facilities,
2495 Approved or Contingent Facility(ies), or any part thereof.
- 2496 **K. Suspension or Termination of Service.** There is any substantially complete termination or
2497 suspension of the transaction of business by Contractor related to this Agreement, including

2498 without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing,
2499 or other concerted job action lasting more than two (2) calendar days.

2500 **L. Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of criminal
2501 activity related directly or indirectly to Contractor's performance of this Agreement or any other
2502 agreement held with the City.

2503 **M. Assignment without Approval.** Contractor transfers or assigns this Agreement without the
2504 expressed written approval of the City unless the assignment is permitted without City approval
2505 pursuant to Section 12.6.

2506 **N. Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal
2507 for new services or changes to services or fails to implement a change in service as requested by
2508 the City as specified in Section 3.5.

2509 **O. Failure to Complete Transition.** Contractor fails to substantially complete the tasks identified in
2510 Contractor's Implementation Plan and Schedule as specified in Exhibit G4 (Implementation Plan and
2511 Schedule).

2512 **P. Failure to Perform Any Obligation.** Contractor fails to perform any material obligation established
2513 under this Agreement.

2514 **Q. Failure Related to Performance Review.** Failure to substantially cooperate with conduct of a
2515 performance review or to substantially implement City-directed changes resulting from a
2516 performance review.

2517 **R. Court Order or Decree.** Any court having jurisdiction shall enter a decree or order for relief in
2518 respect of the Contractor, in any involuntary case brought under any bankruptcy, insolvency, debtor
2519 relief, or similar law now or hereafter in effect, or the Contractor shall consent to or shall fail to
2520 oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver,
2521 liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor or for any
2522 part of the Contractor's operating equipment or assets, or order the winding up or liquidation of the
2523 affairs of the Contractor.

2524 City shall provide Contractor written notice of default within thirty (30) calendar days of the City's first
2525 knowledge of the Contractor's default.

2526 **10.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT**

2527 Contractor shall be given ten (10) Business Days from written notification by City to cure any default
2528 which, in the City Contract Manager's reasonable judgement, creates a potential public health and safety
2529 threat.

2530 Contractor shall be given ten (10) Business Days from written notification by City to cure any default
2531 arising under subsections C, D, F, I, J, and K in Section 10.1 provided, however, that the City shall not be
2532 obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the
2533 same or similar breach/default within a twenty-four (24) month period.

2534 Contractor shall be given thirty (30) calendar days from written notification by City to cure any other
2535 default (which is not required to be cured within ten (10) Business Days).

2536 The above time periods for the cure of any alleged breach or default shall be reasonably extended if
2537 Contractor cannot reasonably correct or remedy the breach or default within the time set forth in the
2538 City's notice of default and if Contractor promptly commences to correct or remedy any such breach or
2539 default within the time set forth in such notice and thereafter diligently pursues such correction or remedy
2540 to completion.

2541 **10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT**

2542 Upon Contractor's default, City has the following remedies in the event of Contractor default: Upon
2543 Contractor's default, City has the following remedies:

2544 **A. Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to
2545 cure a default event if City determines that such waiver would be in the best interest of the City.
2546 City's waiver of an event of default is not a waiver of future events of default that may have the
2547 same or similar conditions.

2548 **B. Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its
2549 obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such
2550 time the Contractor can provide assurance of performance in accordance with Section 10.8.

2551 **C. Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific
2552 performance standards pursuant to Section 10.6 and Exhibit F (Performance Standards and
2553 Liquidated Damages).

2554 **D. Termination.** In the event that Contractor should default and subject to the right of the Contractor
2555 to cure, in the performance of any provisions of this contract, and the default is not timely cured,
2556 then the City may shall hold a public hearing to determine whether to , terminate this Agreement.
2557 In the event City Council decides to terminate this Agreement, the City shall serve twenty (20)
2558 calendar days written notice of its intention to terminate upon Contractor. In the event City elects
2559 to terminate this Agreement, the City may, at its option, upon such termination, either directly
2560 undertake performance of the services or arrange with other Persons to perform the services with
2561 or without a written agreement. This right of termination is in addition to any other rights of City
2562 upon a failure of Contractor to perform its obligations under this Agreement.

2563 Contractor shall not be entitled to any further revenues from Collection operations authorized
2564 hereunder from and after the date of termination, provided such termination is finally adjudicated
2565 to be proper.

2566 **E. Other Available Remedies.** City's election of one (1) or more remedies described herein shall not
2567 limit the City from any and all other remedies at law and in equity including injunctive relief, etc.

2568 **10.4 POSSESSION OF RECORDS UPON TERMINATION**

2569 In the event of termination for an event of default, the Contractor shall furnish City Contract Manager
2570 with immediate access to all of its business records, including without limitation, proprietary Contractor
2571 computer systems, related to its Customers, Collection routes, and billing of accounts for Collection

services. To the extent permitted by Applicable Law, Contractor may require a confidentiality agreement with City before providing access to information which Contractor deems confidential or trade secret and subject to the City's obligations under the Public Records Act.

10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

City'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 City'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 which City may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service, which is in the public interest; the lead time required to effect alternative service; and, the rights granted by City to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City 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 which shall be incurred by City 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 which 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 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 which 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 City and in the public interest and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. 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, City 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 which City will suffer. Therefore, without prejudice to City'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 (Performance Standards and Liquidated Damages) 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 City 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 (Performance Standards and Liquidated Damages). City may not assess Liquidated Damages unless it notifies Contractor, as provided in the below paragraph, within sixty (60) days of the City becoming aware of the underlying event.

Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. Either Party may review (and make copies at its own expense) all information in the possession of Either Party relating to incident(s) and/or non-performance. Either Party may, within ten (10) Business Days after issuing the notice, request a meeting with either Party. Either Party may present evidence related to the alleged non-performance in writing and through testimony of its employees and others relevant to the incident(s) and alleged non-performance. City 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. The decision of City Contract Manager shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies.

C. Amount. Subject to the limitations described in Exhibit F (Performance Standards and Liquidated Damages), City 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 (Performance Standards and Liquidated Damages), which shall be subject to annual adjustment in the same amount as the Annual Percentage Change in Rates, determined in Section 8.2.

D. Timing of Payment. Contractor shall pay any Liquidated Damages assessed by City within ten (10) Business Days of the date the Liquidated Damages are assessed after following the process outlined in 10.6.B. If they are not paid within the ten (10) Business Day period, City 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 and any other legal remedies that are available to the City.

10.7 EXCUSE FROM PERFORMANCE

The Parties shall be excused from performing their respective obligations hereunder and from any obligation to pay Liquidated Damages if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, acts of terrorism, civil insurrection, riots, acts of any government (including judicial action), and other similar events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. 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) accept material; (ii) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (iii) 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 two (2) calendar 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 its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor, 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 City and the health and safety of all those members of the public residing or doing business within City who will be adversely affected by interrupted waste 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 City 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 City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City 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 City, such failure or refusal shall be an event of default for purposes of Section 10.1 except as provided in Section 10.7.

10.9 DISPUTE RESOLUTION

In the event of dispute between the City Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement which 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.** In the event of disputes regarding the performance of any obligation under this Agreement which results in a material impact to the Contractor's revenue and/or cost of operations, the City 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 which arise under this Agreement cannot be resolved satisfactorily between the Parties in accordance with Section 10.9.A, the City and Contractor agree that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party. The Parties will take all reasonable steps to maintain the confidentiality of any mediation proceedings.
- C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for filing claims against the City or a lawsuit against Contractor under Applicable Law shall be tolled for 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. Such tolling shall commence upon receipt of a written request to meet and confer and terminate upon the conclusion of mediation.
- D. **Litigation.** If the mediator is unable, within sixty (60) days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, then either Party may refer the matter to a court of competent jurisdiction.

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 City's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their 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

2733 or instrument to which Contractor or City is a party or by which Contractor or any of its properties or
2734 assets are bound, or constitutes a default hereunder.

2735 **11.4 NO LITIGATION**

2736 To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit,
2737 proceeding or investigation, at law or in equity, before or by any court or governmental authority,
2738 commission, board, agency or instrumentality decided, pending or threatened against either Party
2739 wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

2740 A. Materially adversely affect the performance by Party of its obligations hereunder;

2741 B. Adversely affect the validity or enforceability of this Agreement; or,

2742 C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity
2743 guaranteeing Contractor's performance under this Agreement.

2744 **11.5 NO ADVERSE JUDICIAL DECISIONS**

2745 To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial
2746 decision that would prohibit this Agreement or subject this Agreement to legal challenge.

2747 **11.6 NO LEGAL PROHIBITION**

2748 To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect
2749 on the date that Party signed this Agreement that would prohibit the performance of either their
2750 obligations under this Agreement and the transactions contemplated hereby.

2751 **11.7 CONTRACTOR'S ABILITY TO PERFORM**

2752 Contractor possesses the business, professional, and technical expertise to perform all services,
2753 obligations, and duties as described in and required by this Agreement including all Exhibits thereto.
2754 Contractor possesses the ability to secure equipment, facility, and employee resources required to
2755 perform its obligations under this Agreement.

2756 **ARTICLE 12.**

2757 **OTHER AGREEMENTS OF THE PARTIES**

2758 **12.1 RELATIONSHIP OF PARTIES**

2759 The Parties intend that Contractor shall perform the services required by this Agreement as an
2760 independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner
2761 or agent of, or joint venturer with, City. No employee or agent of Contractor shall be, or shall be deemed
2762 to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and
2763 means of performing services under this Agreement, except as expressly provided herein. Contractor shall
2764 be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents.
2765 Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to

2766 retirement benefits, workers' compensation benefits, or any other benefits which accrue to City
2767 employees by virtue of their employment with City.

2768 **12.2 COMPLIANCE WITH LAW**

2769 Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the
2770 United States, the State, County of San Joaquin, and City and with all applicable regulations promulgated
2771 by Federal, State, regional or local administrative and regulatory agencies, now in force and as they may
2772 be enacted, issued or amended during the Term. Compliance with Applicable Law includes, but is not
2773 limited to:

2774 A. City Manager Administrative Directive HR-15 Discrimination and Harassment Policy (see Exhibit O
2775 Anti-Harassment and Anti-Discrimination Policy), effective May 1, 2015 and as may be amended in
2776 the future.

2777 B. Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, requiring that "no person in the United
2778 States shall, on the grounds of race, color, or national origin, be excluded from participation in, be
2779 denied the benefits of, or be subjected to discrimination under any program or activity receiving
2780 federal assistance."

2781 C. Future State Department of Industrial Relations (DIR) requirements under Public Contracts Code,
2782 should DIR issue a prevailing wage determination affecting the services provided under the
2783 Agreement. Should this occur, City will amend the Agreement as necessary.

2784 **12.3 GOVERNING LAW**

2785 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the
2786 State, or where applicable, in the Federal District Court of California.

2787 **12.4 JURISDICTION**

2788 The laws of the State of California shall govern the interpretation of and the resolution of disputes under
2789 this Agreement. Any dispute arising from this Agreement shall be adjudicated in the Superior Court of
2790 San Joaquin County, Stockton Branch, or, where applicable, in the Federal District Court of California,
2791 Eastern District, Sacramento Division in the State of California.

2792 **12.5 BINDING ON SUCCESSORS**

2793 The provisions of this Agreement shall inure to the benefit to and be binding on the successors and
2794 permitted assigns of the Parties.

2795 **12.6 ASSIGNMENT**

2796 Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement
2797 to any other Person without the prior written consent of the other Party. Any such assignment made
2798 without the consent of the other Party shall be void and the attempted assignment shall constitute a
2799 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 assets, stock, or ownership of Contractor to a Person (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his family or to another owner of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty (20) percent during the Term of the Agreement (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his family 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; (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, Transfer station, etc.) used by Contractor to fulfill its obligations under this Agreement; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which 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. For purposes of this Section, "assignment" does not include transactions with an Affiliate (an entity which is related to another by one owning the shares of another, common ownership, or by other means of control) of Contractor.

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City 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, and Solid Waste 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 City under this Agreement. City 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 City's consideration of and consent to an assignment, City 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 City unless and until Contractor has met the following requirements. The City may, in its sole discretion, waive one (1) or more of these requirements.

A. On the date of City approval of a proposed assignment, Contractor shall pay the City a transfer fee in the amount of one percent (1%) of the Gross Receipts for the most-recently completed Rate Period.

B. Contractor shall pay City 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 City with regard to the approval or denial of the assignment. Upon submittal of Contractor's request for assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars (\$100,000) for this purpose.

2843 C. Contractor shall furnish City with reviewed financial statements of the proposed assignee's
2844 operations for the immediately preceding three (3) operating years.

2845 D. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten
2846 (10) years of Recyclable Materials, Organic Materials, and Solid Waste management experience on
2847 a scale equal to or exceeding the scale of operations conducted by Contractor under this
2848 Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations
2849 or other censure from any Federal, State or local contractor having jurisdiction over its waste
2850 management operations due to any significant failure to comply with State, Federal or local waste
2851 management laws and that the assignee has provided the City with a complete list of such citations
2852 and censures; (iii) that the proposed assignee has at all times conducted its operations in an
2853 environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its
2854 operations and management practices in accordance with sound waste management practices in
2855 full compliance with all Federal, State, and local laws regulating the Collection, Transportation,
2856 Processing and Disposal of Recyclable Materials, Organic Materials, and Solid Waste including
2857 Hazardous Waste; and, (v) that any other information required by City demonstrates that the
2858 proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

2859 E. Contractor shall provide the City with any and all additional records or documentation which, in the
2860 City Contract Manager's sole determination, would facilitate the review of the proposed
2861 assignment.

2862 Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at
2863 any time during the period of consideration. If, in the City's sole determination, there is any doubt
2864 regarding the compliance of the Contractor with the Agreement, City may require an audit of the
2865 Contractor's compliance and the costs of such audit shall be paid by Contractor in advance of the
2866 performance of said audit.

2867 **12.7 NO THIRD PARTY BENEFICIARIES**

2868 This Agreement is not intended to, and will not be construed to, create any right on the part of any third
2869 party to bring an action to enforce any of its terms.

2870 **12.8 WAIVER**

2871 The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be
2872 deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or
2873 violation of the same or any other provision. The subsequent acceptance by either Party of any monies
2874 which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach
2875 or violation by the other Party of any provision of this Agreement.

2876 **12.9 NOTICE PROCEDURES**

2877 All notices, demands, requests, proposals, approvals, consents, and other communications, which this
2878 Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally
2879 delivered to a representative of the Parties at the address below or deposited in the United States mail,
2880 first class postage prepaid, addressed as follows:

2881 If to City:

2882 City of Stockton
2883 Attn: City Manager's Office
2884 425 N. El Dorado Street
2885 Stockton, CA 95202

2886 If to Contractor:

2887 Sunrise Sanitation, Inc.
2888 Kevin Basso, General Manager
2889 1145 W Charter Way
2890 Stockton, CA 95206

2891 The address to which communications may be delivered may be changed from time to time by a notice
2892 given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered
2893 or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to
2894 provide email notification to the other Party that notice has been deposited in the mail, however such
2895 email notification shall not constitute official notice.

2896 **12.10 REPRESENTATIVES OF THE PARTIES**

2897 References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken
2898 by City except as provided below. The City may delegate, in writing, authority to the City Contract Manager
2899 and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of
2900 such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if
2901 they are within the scope of the authority properly delegated to them.

2902 The Contractor shall, by the Effective Date, designate in writing a responsible Person who shall serve as
2903 the representative of the Contractor in all matters related to the Agreement; however, only officers of
2904 the Contractor have the authority to bind the Contractor.

2905 **ARTICLE 13.** 2906 **MISCELLANEOUS AGREEMENTS**

2907 **13.1 ENTIRE AGREEMENT**

2908 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof
2909 and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party
2910 has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be
2911 construed against any Party on the basis of drafting. This Agreement may be amended only by an
2912 agreement in writing, signed by each of the Parties hereto. Without limiting the foregoing, the Parties
2913 understand and agree that City will reasonably attempt to collect amounts owed to Contractor by
2914 customers under any prior solid waste franchise or similar agreement in effect before the Effective Date
2915 ("Prior Franchise"). City shall remit any amounts to attributable Contractor's service under the Prior
2916 Franchise to Contractor. Contractor acknowledges and agrees that City has no obligation or duty to pay
2917 any amounts owed for services provided under the Prior Franchise except for Contractor's proportionate
2918 share of any sums the City collects on delinquent City bills that included charges for Contractor's services

2919 under the Prior Franchise. Contractor expressly waives any and all claims against City related to unpaid
2920 amounts for Contractor's services under the Prior Franchise arising from delinquent bills for Contractor's
2921 services under the Prior Franchise which the City has been unable to collect. In consideration of such
2922 waiver of claims, the City shall continue to pursue collection efforts consistent with standard city
2923 collection efforts for utility accounts, which includes liens where appropriate and referrals to a collection
2924 agency, against all delinquent accounts under the Prior Franchise. City shall promptly remit funds owed
2925 to Contractor upon their receipt.

2926 Furthermore, Contractor represents to City that Contractor is not aware of any current claims against the
2927 City arising under the Prior Franchise except for the above-described claims relating to unpaid amounts
2928 for Contractor's services under the Prior Franchise.

2929 **13.2 SECTION HEADINGS**

2930 The article headings and section headings in this Agreement are for convenience of reference only and
2931 are not intended to be used in the construction of this Agreement nor to alter or affect any of its
2932 provisions.

2933 **13.3 REFERENCES TO LAWS**

2934 All references in this Agreement to laws and regulations shall be understood to include such laws as they
2935 may be subsequently amended or recodified, unless otherwise specifically provided herein.

2936 **13.4 AMENDMENTS**

2937 This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

2938 **13.5 SEVERABILITY**

2939 If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable,
2940 the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this
2941 Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained
2942 herein.

2943 **13.6 COUNTERPARTS**

2944 This Agreement may be executed in counterparts, each of which shall be considered an original.

2945 **13.7 EXHIBITS**

2946 Each of the Exhibits identified as Exhibit "A" through "O" is attached hereto and incorporated herein and
2947 made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and
2948 the terms of an Exhibit, the terms of this Agreement shall control. In the event of a conflict between
2949 Exhibit G (Contractor's Submittal) and any other Exhibit(s), such other Exhibit(s) shall control.

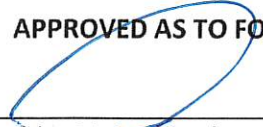
2950 IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in San Joaquin County,
2951 California on the day and year first above written.

City of Stockton
A Municipal Corporation "CITY"



Laurie Montes Date
Interim City Manager


APPROVED AS TO FORM:



John M. Luebberke Date
City Attorney

Deputy City Attorney Date

ATTEST:



Eliza Garza
City Clerk




Sunrise Sanitation, Inc.
"CONTRACTOR"



Signature Date

Print Name of Signatory



Vice President

Title of Signatory

2952

FRANCHISE AGREEMENT EXHIBITS

November 5, 2019

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EXHIBIT A: DEFINITIONS

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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 Recyclable Materials, Organic Materials, Solid Waste, C&D, Excluded Waste, Bulky Items, or other materials which have been abandoned, littered, or illegally dumped in the public right of way or on public or City property.

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", 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.

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

"AB 2176" means the Venue and Event Reduction Act of 2004 (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the Public Resources Code, relating to Recycling), also commonly referred to as "AB 2176," as amended, supplemented, superseded, and replaced from time to time.

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

"Applicable Law" means all Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Disposal 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 Disposal Facility(ies)" means the Forward Landfill, which is owned and operated by Forward Inc. a wholly-owned subsidiary of Republic Services.

"Approved Facility(ies)" means any one of or any combination of the: Approved Organic Materials Processing Facility; Approved Recyclable Materials Processing Facility; Approved Transfer Facility; Approved Disposal Facility.

"Approved Organic Materials Processing Facility" means the Forward Compost Facility, which is owned and operated by Forward Inc. a wholly-owned subsidiary of Republic Services.

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34 **"Approved Processing Facility(ies)"** means any one of or any combination of the: Approved Organic
35 Materials Processing Facility; Approved Recyclable Materials Processing Facility; Approved Transfer
36 Facility.

37 **"Approved Recyclable Materials Processing Facility"** means East Stockton Transfer and Recycling Center,
38 which is owned and operated by James Williams.

39 **"Approved Transfer Facility"** means Forward Landfill, which is owned and operated by Forward Inc. a
40 wholly-owned subsidiary of Republic Services.

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

43 **"Bulky Item"** means discarded appliances (including refrigerators) that weigh no more than two hundred
44 (200) pounds, furniture, tires (maximum of five (5) without rims), carpets and pads, mattresses, E-Waste,
45 up to six (6) 30-gallon bags of bundled and tied Yard Trimmings and/or Solid Waste, Recyclable Materials,
46 and similar large items that weigh no more than fifty (50) pounds, and require special Collection due to
47 their size or nature, but can be Collected without the assistance of special loading equipment (such as
48 forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the
49 Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include
50 abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein
51 defined as Excluded Waste.

52 **"Business Days"** mean days during which the City offices are open to do business with the public.

53 **"Cardboard"** means corrugated fiberboard consisting of a fluted corrugated sheet and one or two flat
54 linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard
55 is a subset of Recyclable Materials.

56 **"Cart"** means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-
57 automated Collection vehicle. A Cart has capacity of 30, 60, or 90 gallons (or similar volumes).

58 **"City"** means the City of Stockton and all the territory lying within its boundaries as presently existing or
59 as such boundaries may be modified during the Term of this Agreement.

60 **"City Contract Manager"** means City's Public Works Director or designee, who is responsible for the
61 administrative management of this Agreement.

62 **"City Fees"** means all fees payable to the City, identified and referenced in Article 7 of this Agreement.

63 **"Change in Law"** means any of the following events or conditions that has a material and adverse effect
64 on the performance by the Parties of their respective obligations under this Agreement (except as
65 otherwise addressed in Section 9.1.D):

- 66 a. The enactment, adoption, promulgation, issuance, modification, or written change in
67 administrative or judicial interpretation of any Applicable Law on or after the Effective Date;
68 or,

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- b. The order or judgment of any 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 City or of the Contractor, 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.

"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 City.

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

"Commercial" shall mean of, from or pertaining to non-Residential Premises 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 which are permitted under applicable zoning regulations and are not the primary use of the property.

"Compactor" means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles.

"Complaint" shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor's performance, of its duties under this Agreement; (2) a violation by Contractor of this Agreement; or, (3) a notification from Person or City that an SB 1383 violation(s) have occurred.

"Composting or Compost (or any variation thereof)" includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.

"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 Waste. Construction and Demolition Debris includes rocks, soils, tree remains and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

"Container(s)" mean Bins, Carts, Compactors, and Drop Boxes.

"Contamination" means the following: (i) Discarded Materials placed in a Recyclable Materials Container that are not identified as Recyclable Materials; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as Organic Materials; (iii) Discarded Materials placed in the Solid Waste Container that are identified as Recyclable Materials and/or Organic Materials, which are to be separately Collected; and/or (iv) Excluded Waste placed in any Container.

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105 **"Contingent Facility(ies)"** means a facility approved by the City to provide Transfer, Processing of
106 Recyclable Materials or Organic Materials, or Disposal, in lieu of, or in addition to use of an Approved
107 Facility providing the same function.

108 **"Contractor"** means Sunrise Sanitation, Inc., organized and operating under the laws of the State and its
109 officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and
110 Subcontractors.

111 **"Contractor's Compensation"** means the monetary compensation received by Contractor in return for
112 providing services in accordance with this Agreement as described in Article 8.

113 **"Contractor's Submittal"** means Exhibit G2 Cost Basis for Submittal, incorporating the final revised costs
114 and revenue requirement as proposed by Contractor. Contractor's complete submittal package to City
115 includes the original proposal received May 29, 2019 for provision of Recyclable Materials, Organic
116 Materials, and Solid Waste Collection and Processing services, and numerous subsequent proposal and
117 cost clarifications and revisions, draft agreement modifications, and other written and verbal
118 communications with City prior to the November 5th, 2019 City Council meeting.

119 **"Courtesy Collection"** means events wherein the Contractor Collects Discarded Materials which have
120 been improperly placed for Collection, leaves a Courtesy Notice, and does not charge the authorized Rate
121 associated with the improper set-out.

122 **"Courtesy Notice"** means a form developed by Contractor, approved by the City Contract Manager, and
123 provided to Customers in the manner described in Section 5.3.B and distinct from the overage notices
124 (Section 4.5.5) and Contamination notices (Section 4.5.6).

125 **"CRV"** means California redemption value.

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

131 **"Curb Mile"** means a linear measurement of five thousand two hundred and eighty (5,280) feet of Curb
132 or pavement edge to be used as standard unit of scheduled street sweeping service. The Curb of a median
133 will also be considered when calculating total Curb Miles. As an example a one-mile section of street with
134 a median running the entire length would constitute four (4) total Curb Miles: one (1) for each side of the
135 street, and one (1) for each side of the median.

136 **"Customer"** means the Person whom Contractor submits its billing invoice to and collects payment from
137 for Collection services provided to a Premises. For the purposes of any requirement or obligation for
138 provision of service, the Customer may be either the Occupant or Owner of the Premises.

139 **"Customer Type"** means the Customer's sector category including, but not limited to, Single-Family,
140 Multi-Family, Commercial, Drop Box, and City.

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

146 **“Divert or Diversion”** means to prevent Discarded Materials from Disposal at landfill or transformation
147 facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion
148 methods) through Source Reduction, reuse, Recycling, Composting, anaerobic digestion or other method
149 of Processing, pursuant to the provisions of AB 939, and subsequent Recycling-related statute. Diversion
150 is a broad concept that is to be inclusive of material handling and Processing changes that may occur over
151 the Term including, but not limited to, changes in standard industry practice or implementation of
152 innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease
153 costs and/or are for other reasons deemed desirable by the City.

154 **“Discarded Materials”** means Recyclable Materials, Organic Materials, and Solid Waste placed by a
155 Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding
156 Excluded Waste.

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

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

160 **“Drop Box”** means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is
161 serviced by a roll-off Collection vehicle.

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

165 **“Edible Food”** means food that is unsold or unserved and meets all quality and labeling standards imposed
166 by Federal, State, and local laws and regulations even though the food may not be readily marketable due
167 to appearance, age, freshness, grade, size, surplus, or other conditions. Edible Food is not Discarded
168 Materials if it is recovered and not discarded.

169 **“Effective Date”** means the date on which the latter of the two Parties signs this Agreement.

170 **“Excluded Waste”** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste,
171 volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that
172 Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or
173 Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be
174 Disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant
175 risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or
176 City to potential liability; but not including de minimis volumes or concentrations of waste of a type and
177 amount normally found in Residential Solid Waste after implementation of programs for the safe

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Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Extra Service Stickers" are stickers approved by City and provided by the Contractor to Residential Customers to affix to a bag provided by Residential Customers for the Collection of Solid Waste, Recyclable Materials and Organic Materials overages. Residents receive twelve (12) free stickers per year.

"E-Waste" means discarded electronic equipment including, but not limited to, televisions, computer monitors, 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.

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

"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) discarded paper (including paper containers and cartons) that is Contaminated with Food Scraps and Compostables; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) vegetable trimmings, houseplant trimmings and other Compostable organic waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Organic Materials.

"Franchise Fee" means the fee paid by Contractor to the City 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 Receipts" shall mean 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" or "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 currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

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216 **"Hazardous Waste"** means all substances defined as Hazardous Waste, acutely Hazardous Waste, or
217 extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in
218 the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste
219 by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and
220 Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations
221 promulgated thereunder.

222 **"Holidays"** are defined as New Year's Day and Christmas Day.

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

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

231 **"Liquidated Damages" or "LDs"** means the amounts due by Contractor for failure to meet specific
232 quantifiable standards of performance as described in Section 10.6 and Exhibit F.

233 **"Mixed-Use Premise"** means a building or complex of buildings containing Dwelling Units and non-
234 Residential entities such as businesses.

235 **"Multi-Family"** means any Residential Premises, other than a Single-Family Premises, with four (4) or
236 more Dwelling Units used for Residential purposes (regardless of whether residence therein is temporary
237 or permanent), including such Premises when combined in the same building with Commercial
238 establishments, that receive centralized, shared, Collection service for all units on the Premises which are
239 billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes,
240 condominiums, or other structures with four (4) or more Dwelling Units who receive individual service
241 and are billed separately shall not be considered Multi-Family.

242 **"Municipal Code"** means the Stockton Municipal Code as it may be amended.

243 **"New Curb Mile"** means the number of miles of Curb on streets that do not exist as of the Effective Date,
244 or are not within the City as of the Effective Date, but which are on streets that are accepted or otherwise
245 incorporated into the City during the Term of this Agreement.

246 **"Non-Collection Notice"** means a form developed by Contractor and provided at Contractor's cost, at
247 least 2" by 6" in size, on which Contractor has provided Contractor's phone number and indicated the
248 reasons for Contractor's refusal to Collect material. Such notices may be provided to Customers physically
249 or electronically, giving reference to the law, or ordinance, or section of this Agreement which has been
250 violated, and which gives grounds for Contractor's refusal either in writing or by means of a check system.

251 **"Occupant"** means the Person who occupies a Premises.

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- 252 **“Organic Materials”** means Yard Trimmings, and Food Scraps, individually or collectively. No Discarded
253 Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable
254 Material and Solid Waste.
- 255 **“Owner”** means the Person(s) holding legal title to real property and/or any improvements thereon, and
256 shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.
- 257 **“Paper Garden Bags”** means a paper bag approved by City and provided by the Contractor which may be
258 purchased by Residents for the Collection of Organic Materials overages.
- 259 **“Party or Parties”** refers to the City and Contractor, individually or together.
- 260 **“Person(s)”** means any individual, firm, association, organization, partnership, consortium, corporation,
261 trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal Person.
- 262 **“Premises”** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid
263 Waste are generated or accumulated.
- 264 **“Processing”** means to prepare, treat, or convert Recyclable Materials, Reusable Materials or Organics
265 Materials through sorting, cleansing, treating or reconstituting or use of other methods, for the purpose
266 of making such material available for Recycling or reuse and/or marketing as a Recyclable or Organic
267 Material product.
- 268 **“Processing Facility”** means any plant or site used for Processing.
- 269 **“Public Litter Receptacle”** means public Containers distributed on sidewalks, at bus stops, and in other
270 public places in the City for the Collection of Recyclable Materials and/or Solid Waste from pedestrians.
271 Containers may provide separate locations for more than one type of Discarded Material (e.g., Solid Waste
272 and Recyclable Materials).
- 273 **“Public Street”** means all City-owned and maintained paved areas between the normal Curb line of a
274 roadway, including public parking lots, roadway dividers, and medians.
- 275 **“Rate”** means the maximum amount, expressed as a dollar unit, Contractor may bill a Customer for
276 providing services under this Agreement. The City authorizes Contractor to bill the initial Rates, as
277 provided in Exhibit G3, and as annually adjusted as provided in Article 8. A Rate has been established for
278 each individual Service Level and the initial Rates for Rate Period One are presented in Exhibit G3. The
279 Rates authorized by City are the maximum Rate that Contractor may charge a Customer; Contractor may,
280 in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.
- 281 **“Rate Period”** means a twelve (12) month period, commencing January 1 and concluding December 31,
282 beginning with January 1, 2020.
- 283 **“Recyclable Materials or Recyclables”** means those Discarded Materials that: the Generators set out in
284 Recyclable Containers for Collection for the purpose of Recycling by the Contractor and that exclude
285 Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is
286 separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited

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287 to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office
288 paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard,
289 paper egg cartons, telephone books, paper grocery bags, colored paper, construction paper, envelopes,
290 shoe boxes, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with
291 plastic coating, paper Contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing
292 paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear,
293 and green glass bottles and jars); aluminum (including beverage containers); steel, tin or bi-metal cans;
294 mixed plastics such as plastic containers (no. 1 to 7), except expanded Polystyrene (EPS); bottles including
295 containers made of HDPE, or PET; and, those materials added by the Contractor from time to time.
296 Materials in bags may be deemed non-Recyclable Materials.

297 **"Recycle or Recycling"** means the process of sorting, cleansing, treating, and reconstituting at a Recyclable
298 Materials Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose
299 of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted
300 products.

301 **"Residential"** shall mean of, from, or pertaining to a Single-Family Premises including Single-Family
302 homes, duplexes, triplexes, Townhouse complexes, and mobile home parks.

303 **"Residue"** means those materials which, after Processing, are Disposed rather than Recycled due to either
304 the lack of markets for materials or the inability of the Processing Facility to capture and recover the
305 materials.

306 **"Reusable Materials"** means items that are capable of being used again after minimal Processing.
307 Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.
308 Reusable Materials may include but are not limited to clothing, furniture, and/or sporting equipment.

309 **"SB 1016"** means the Solid Waste Per Capita Measurement Act of 2008 (an act to amend Sections 40183,
310 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, to amend the headings of Article 4
311 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2
312 of Division 30 of, to add Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and to repeal
313 and add Section 41825 of, the Public Resources Code, relating to Solid Waste), also commonly referred to
314 as "SB 1016," as amended, supplemented, superseded, and replaced from time to time.

315 **"SB 1383"** means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6,
316 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section
317 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also
318 commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to
319 time.

320 **"Service Level"** refers to the size of a Customer's Container and the frequency of Collection service.

321 **"Service Opportunity"** shall mean each individual scheduled opportunity the Contractor has to Collect
322 from a Container at a Customer's location. For example, a Commercial Customer receiving Recyclable
323 Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection
324 service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per

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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 Quarterly Report to City.

"Single-Family" means, notwithstanding any contrary definition in City Code, any detached or attached house or residence designed or used for occupancy by one (1) family, with three (3) or fewer distinct living units, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, or tri-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.

"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 Waste, 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 the act of reducing the volume of Discarded Materials generated by Persons and may involve the Reuse of Discarded Materials.

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

"Specialty Recyclable Material" means material not specified in this Agreement that can be or will be Collected for purposes of Recycling. Such Specialty Recyclable Material may include, but is not limited to, scrap metal, high-grade paper (including office mixed paper), pallets, and plastic film.

"State" means the State of California.

"Subcontractor" means a party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor's fulfillment of its obligations for providing service under this Agreement. Subcontractors may be independent third parties, or affiliates or related parties sharing common or related ownership with Contractor. Vendors providing materials and supplies to Contractor shall not be considered Subcontractors.

"Term" means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

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

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- 361 **“Total Service Opportunities”** shall mean the sum of all Service Opportunities in a given time period.
- 362 **“Townhouse”** means an attached or semi-attached Single-Family Premises within a group of attached or
363 semi-attached Single-Family Premises, regardless of whether the Premises is billed individually or through
364 a central account (e.g., homeowner association, property manager), wherein each unit maintains
365 individual Collection service subscription, does not share Containers with other units, and does not
366 require Yard Trimmings Collection service, as determined in writing by the City Contract Manager.
- 367 **“Transfer”** means the act of transferring the materials Collected by Contractor in its route vehicles into
368 larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.
- 369 **“Transportation”** or **“Transport”** means the act of conveying Collected materials from one location to
370 another.
- 371 **“Universal Waste (U-Waste)”** means all wastes as defined by Title 22, Subsections 66273.1 through
372 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent
373 light bulbs, mercury switches, and E-Waste.
- 374 **“Working Days”** means days on which the Contractor is required to provide regularly scheduled Collection
375 services under this Agreement.
- 376 **“Yard Trimmings”** means those Discarded Materials that will decompose and/or putrefy, including, but
377 not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree
378 trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic
379 Materials resulting from normal yard and landscaping maintenance that may be specified in City
380 Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does
381 not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials.
382 Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length
383 and must fit within the Contractor-provided Container.

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EXHIBIT B: DIRECT SERVICES

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EXHIBIT B

DIRECT SERVICES

1 The following Exhibits (B1 through B5) describe the programs which, in aggregate, represent the direct
2 services to be performed under this Agreement by the Contractor.

3 Each of the following Exhibits (B1 through B5) present the programs to be provided to each Customer
4 Type by Contractor. Within each program description are specific requirements for the:

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

14 Contractor shall provide the services for each program described in accordance with the specific program
15 requirements detailed in Exhibits B1 through B5 and Contractor shall promote such programs using the
16 public education and outreach methods described in Exhibit C.

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EXHIBIT B1: RESIDENTIAL SERVICES

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EXHIBIT B1 RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers one (1) time per week from Residential Customers and Transport all Recyclable Materials to the Approved or Contingent Recyclable Materials Processing Facility for Processing.

Containers: Carts

Container Sizes: 60-gallons (or comparable sizes approved by the City)

Service Frequency: One (1) time per week on the same day as Organic Materials and Solid Waste Collection services

Service Location: Curbside

Acceptable Materials: Recyclable Materials

Prohibited Materials: Solid Waste, Organic Materials, Excluded Waste

Additional Service: Residential Customers shall receive one (1) 60-gallon Recyclable Materials Cart. Contractor shall provide additional Recyclable Materials Carts to Residential Customers upon request and may charge the authorized Rate.

Residential Customers may place household batteries in sealed, plastic bags on top of their Recyclable Materials Container. Contractor shall Collect such batteries separate from other Recyclable Materials and in a manner that complies with Applicable Law. Contractor shall ensure that such household batteries are Recycled in compliance with Applicable Law and at Contractor's sole expense.

Used motor oil and oil filters shall be Collected outside of the wheeled Carts, using containers (including plastic jugs and plastic bags) provided or specified by the Contractor. The used motor oil and oil filter Collection service is for Residential Single-Family, Multi-Family, and mobile home park Customers only and does not apply to Commercial Customers.

Other Requirements: If the Contractor identifies a Recyclable Materials Container that contains more than ten percent (10%) by volume of Contamination, Contractor shall comply with the requirements of Section 4.5.6.

2. Organic Materials Collection

Contractor shall Collect Organic Materials placed in Contractor-provided Carts one (1) time per week from Residential Customers and Transport all Organic Materials to the Approved or Contingent Organic Materials Processing Facility for Processing.

Containers: Carts

Container Sizes: 90-gallons (or comparable size approved by the City)

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

EXHIBIT B1

RESIDENTIAL SERVICES

| | |
|------------------------------|---|
| Service Location: | Curbside |
| Acceptable Materials: | Organic Materials (including Yard Trimmings and Food Scraps) |
| Prohibited Materials: | Recyclable Materials, Solid Waste, Excluded Waste |
| Exceptions: | In special circumstances, for Customers with significant space limitations and upon approval by the City Contract Manager and the Contractor, the Contractor shall permit Duplex and Triplex Customers to share Organics Materials service with other geographically proximate Duplex and Triplex Customers. |
| Additional Service: | Residential Customers shall receive one (1) 90-gallon Organic Materials Cart and may request one (1) additional Organic Materials Cart. Contractor shall provide additional Organic Materials Carts to Residential Customers upon request and may charge the authorized Rate. Residential Customers may purchase Paper Garden Bags for additional Organic Materials Collection service. Contractor shall make Paper Garden Bags readily available to Single-Family Customers through the mail, at Contractor's office at 1145 W. Charter Way, Stockton, CA 95206, and/or at City offices. The Contractor shall maintain a sufficient inventory of Paper Garden Bags to accommodate Collection of additional Organic Materials. |
| Other Requirements: | If the Contractor identifies an Organics Materials Container that contains more than three percent (3%) by volume of Contamination, Contractor shall comply with the requirements of Section 4.5.6. |

3. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Carts one (1) time per week from Residential Customers and Transport all Solid Waste to the Approved or Contingent Disposal Facility for Disposal.

| | |
|------------------------------|---|
| Containers: | Carts |
| Container Sizes: | 30-, 60-, and 90-gallons (or comparable sizes approved by the City). As requested by Customer. If a selection is not made by Customer, default Container size is 60-gallons. |
| Service Frequency: | One (1) time per week on the same day as Recyclable Materials and Organic Materials Collection service |
| Service Location: | Curbside |
| Acceptable Materials: | Solid Waste |
| Prohibited Materials: | Recyclable Materials, Organic Materials, Excluded Waste |
| Additional Service: | Contractor shall provide additional Solid Waste Carts to Single-Family Customers upon request and may charge the authorized Rate. |
| Other Requirements: | None |

EXHIBIT B1 RESIDENTIAL SERVICES

4. Included Services

Extra Service Stickers

Each Residential Customer may use an Extra Service Sticker, as referenced in Section 4.4, for placement of Discarded Materials in excess of Customer's Service Level for Collection on Customer's regular service day. Excess Discarded Material must be placed in a Customer-provided 30-gallon bag with the Extra Service Sticker affixed and clearly visible. Excess Recyclable Material must be placed next to Customer's Recyclables Container for Collection; excess Organics Materials must be placed next to Customer's Organics Container for Collection; and excess Solid Waste Material must be placed next to Customer's Solid Waste Container for Collection. Residential Customers shall not be charged for this service and shall not be required to schedule such service in advance.

Clean Sweep by Appointment Program

Contractor shall Collect Bulky Items by appointment from Residential Customers one (1) time per Rate Period at no cost to Customer. Contractor shall offer this service to Residential Customers annually during the months of February through October.

Containers: Not applicable

Service Level: Up to three (3) cubic yards.

Service Frequency: One (1) time per year, per Customer; February through October

Service Location: Curbside, in front of each individual Premises

Acceptable Materials: Bulky Items

Prohibited Materials: Food Scraps, Hazardous Materials, abandoned automobiles, engine, engine parts, car batteries, trees, dirt, rocks, concrete, loose un-bagged items, Excluded Waste, Infectious Waste, medical waste (e.g., prescription drugs), liquids, appliances or any single item that exceeds two-hundred (200) lbs. in weight, or any other bagged or boxed item that exceeds fifty (50) lbs. in weight.

Other Requirements: Contractor shall provide the service to the Customer within fourteen (14) days of Customer request, as mutually agreed upon by Customer and Contractor. Contractor shall make reasonable efforts to Recycle or Divert from Disposal fifty percent (50%) of all Discarded Materials Collected through the Clean Sweep by Appointment program.

Christmas Tree Collection

Contractor will Collect Christmas trees placed at the Curb on regular Collection days. Contractor shall provide this pick-up service for three weeks starting the first Monday after December 25. The Contractor shall Transport all Collected Christmas trees to the Approved or Contingent Organic Materials Processing Facility for Processing. If Christmas trees are placed at the Curb after the third collection week is complete, Contractor may charge Residential Customers the authorized Rate for Collection of Christmas trees.

EXHIBIT B1 RESIDENTIAL SERVICES

Contractor may require that Christmas trees be cut into sections no greater than six feet (6'). Contractor shall deliver all Collected Christmas trees to the Approved or Contingent Organic Materials Processing Facility for Processing. Flocked Christmas trees are handled as Solid Waste and Collected at Curbside on the regular Collection day. Artificial trees are handled as Solid Waste and are excluded from the Christmas Tree Collection program.

Leaf Season

Leaf season will take place annually from October 1 through December 31. During this period, Contractor will Collect up to five (5) 30-gallon bags of leaves from Residential Customers. Leaves must be placed in a Customer-provided bag next to Customer's Organics Container for Collection on Customer's regular service day. Such bags shall only contain leaves. If a bag contains leaves mixed with grass trimmings, branches, brush, or other non-leaf material, Contractor is not obligated to Collect the bag unless an Extra Service Sticker is affixed to the bag, as described in Section 4.4 and Exhibit B1. Residential Customers shall not be charged for leaf season service and shall not be required to schedule such service in advance. After December 31, Contractor shall Collect bagged leaves if an Extra Service Sticker is affixed to the bag, as described in Exhibit B1 and Section 4.4.

Street Sweeping

Contractor shall provide Street Sweeping service as described in Exhibit K.

5. Additional Services

On-Call Bulky Item Collection

Contractor shall Collect Bulky Items from Residential Customers, at the authorized Rate, upon Customer request, and shall Transport all Collected materials to the Approved or Contingent Processing Facility. Contractor shall offer this service to Customers throughout the Rate Period.

Containers: Not applicable

Service Level: On-call Collection of Bulky Items at authorized Rates; Limit of ten (10) cubic yards per on-call Collection

Service Frequency: Upon Customer request

Service Location: Curbside

Acceptable Materials: Bulky Items

Prohibited Materials: Food Scraps, Hazardous Materials, abandoned automobiles, engine, engine parts, car batteries, trees, dirt, rocks, concrete, loose un-bagged items, Excluded Waste, Infectious Waste, medical waste (e.g., prescription drugs), liquids, appliances or any single item that exceeds two-hundred (200) lbs. in weight, or any other bagged or boxed item that exceeds fifty (50) lbs. in weight.

Additional Service: Not applicable

Other Requirements: Contractor shall provide the service to the Customer within fourteen (14) days of

EXHIBIT B1

RESIDENTIAL SERVICES

the Customer's requested service date, as mutually agreed upon by the Customer and Contractor. Contractor shall make reasonable efforts to Recycle or Divert from Disposal fifty percent (50%) of all Discarded Materials Collected through the On-Call Bulky Item Collection program.

Alternative Service Location for Disabled Residential Customers

Contractor shall allow for Persons that have a disability as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Residential Premises to receive Collection services at a location other than Curbside that is convenient to the Customer and determined to be safe by Contractor at no extra charge to the Customer if no able-bodied caregiver or family member is in residence, and as provided in Section 4.5.2.

Drop Box Service

Contractor shall provide Residential Customers with Solid Waste Drop Box Service and may charge the authorized Residential Rate for Drop Box Collection and Disposal Service. Residential Customers may not substitute regular Solid Waste Collection Service, as described in Exhibit B1, with Drop Box service. Contractor shall provide Residential Drop Box service in addition to regular Solid Waste Collection Service described in Exhibit B1.

Yard Trimmings Service

Contractor shall provide Residential Customers with additional Yard Trimming Service and may charge the authorized Rate for such service. Residential Customers may not substitute regular Organics Collection Service, as described in Exhibit B1, with Yard Trimming service. Contractor shall only provide Residential Yard Trimming service in addition to regular Organics Collection Service described in Exhibit B1.

Overages

If Contractor elects to collect Overages from Residential Customers, as described in Section 4.5.5, it may charge the Customer the authorized Rate set forth in Exhibit G3. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Recyclable Materials, or Organic Materials), Contractor may increase the Customer's Service Level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charge(s) to such Customer to reflect the increased Service Level.

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EXHIBIT B2:
MULTI-FAMILY AND COMMERCIAL SERVICES

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EXHIBIT B2

MULTI-FAMILY AND COMMERCIAL SERVICES

1. Recyclable Materials Collection for Multi-Family Customers

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Multi-Family Customers, and shall Transport all Recyclable Materials to the Approved or Contingent Recyclable Materials Processing Facility for Processing. Recyclable Materials Collection Services shall be provided to Multi-Family Customers.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: 30-, 60-, and 90-gallon (or comparable size Carts approved by the City); and 2-, 3-, 4-, 5-, 6-, and 7-cubic yard Bins, as requested by Customer

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 or other Customer-selected service location at the Multi-Family Premises

Acceptable Materials: Recyclable Materials

Prohibited Materials: Organic Materials, Solid Waste, Excluded Waste

Additional Service: Up to one (1) cubic yard per week of Recyclable Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Multi-Family Customers at no additional charge. Contractor shall provide Recyclable Materials Collection at Service Levels greater than one (1) cubic yard per week to Commercial Customers upon request, and may charge the authorized Rate. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an authorized Rate. Such additional pick-ups can be scheduled equating to up to five (5) days per week total service.

Other Requirements: Contractor shall deliver Recyclable Materials Containers to Multi-Family Customer. If there is a logistical reason not to provide a Recycling Container, that must be noted and included in reports to the City.

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 (additional charge may apply).

A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return). Additional charges may apply if the service location is greater than ten (10) feet from the nearest point of access for a Collection Vehicle from a paved surface.

For Commercial Customers and Multi-Family dwellings or mobile home parks receiving Bin Service, a method of Collecting the Recyclable Materials, which is different than that described for Single-Family residences, may be proposed for multiple-family dwellings and mobile home park Customers provided that all listed materials are Collected. Exception: used motor oil and oil filters will be Collected from Multi-Family and mobile home park Customers receiving Bin Service but not from other Commercial Customers.

EXHIBIT B2

MULTI-FAMILY AND COMMERCIAL SERVICES

If the Contractor identifies a Recyclable Materials Container that contains more than ten percent (10%) by volume of Contamination, Contractor shall comply with the requirements of Section 4.5.6.

2. Organic Materials Collection for Multi-Family Customers

Contractor shall Collect Organic Materials in Contractor-provided Carts not less than one (1) time per week from Multi-Family Customers and Transport all Organic Materials to the Approved or Contingent Organic Materials Processing Facility for Processing. Organic Materials Collection services shall be provided to Multi-Family Customers.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: 30-, 60-, and 90-gallon (or comparable size Carts approved by the City); and, 2-, 3-, and 4- cubic yard Bins, as requested by Customer

Service Frequency: Up to six (6) times per week but not less than one (1) time per week, as requested by the Multi-Family Customer

Service Location: Curbside or other Customer-selected service location at the Multi-Family Premises

Acceptable Materials: Organic Materials (including Yard Trimmings and Food Scraps)

Prohibited Materials: Recyclable Materials, Solid Waste, Excluded Waste

Additional Service: Up to ninety (90) gallons per week of Organic Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Multi-Family Customers at no additional charge. Contractor shall provide Organic Materials Collection at Service Levels greater than ninety (90) gallons per week to Commercial Customers upon request, and may charge the authorized Rate. 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 deliver Organic Materials Containers to Multi-Family Customer unless an exemption is granted by the City, as described in Section 4.6.

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 (additional charge may apply).

A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return). Additional charges may apply if the service location is greater than ten (10) feet from the nearest point of access for a Collection Vehicle from a paved surface.

Contractor may refuse to Collect an Organic Materials Container that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor complies with the requirements of Section 4.5.6.

EXHIBIT B2

MULTI-FAMILY AND COMMERCIAL SERVICES

3. Solid Waste Collection for Multi-Family Customers

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 Approved or Contingent Disposal Facility for Disposal.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: 30-, 60-, and 90-gallon (or comparable size Carts approved by the City); and, 2-, 3-, 4-, 5-, 6-, and 7-cubic yard Bins; 2-, 3-, and 4-cubic yard Bin Compactors; and, 10 20-, and 40-cubic yard Drop Boxes or Compactors, as requested by Customer

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 or other Customer-selected service location at the Multi-Family Premises

Acceptable Materials: Solid Waste

Prohibited Materials: Recyclable Materials, Organic Materials, Excluded Waste

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 (additional charge may apply).

A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return). Additional charges may apply if the service location is greater than ten (10) feet from the nearest point of access for a Collection Vehicle from a paved surface.

4. Included Services for Multi-Family Customers

Clean Sweep by Appointment Program for Multi-Family Customers

Contractor shall Collect Bulky Items from Multi-Family complexes, by appointment and upon request, one (1) time per Rate Period at no cost to Customer. Contractor shall offer this service to Multi-Family complexes annually during the months of February through October. Contractor and Multi-Family complex account holder shall arrange a mutually agreed upon time for Collection of Bulky Items to be provided for all Multi-Family Customers residing at the Multi-Family complex. Contractor shall Transport Bulky Items to the Approved or Contingent Processing Facility.

Containers: Contractor discretion

Service Level: Contractor discretion

Service Frequency: One (1) time per year, per Multi-Family complex; February through October

EXHIBIT B2

MULTI-FAMILY AND COMMERCIAL SERVICES

Service Location: Location mutually agreed upon between Contractor and Multi-Family complex account holder; on-site drop-off points may be used to reduce the amount of Discarded Material deposited at the Curb.

Acceptable Materials: Bulky Items

Prohibited Materials: Food Scraps, Hazardous Materials, abandoned automobiles, engine, engine parts, car batteries, trees, dirt, rocks, concrete, loose un-bagged items, Excluded Waste, Infectious Waste, medical waste (e.g., prescription drugs), liquids, appliances or any single item that exceeds two-hundred (200) lbs. in weight, or any other bagged or boxed item that exceeds fifty (50) lbs. in weight.

Other Requirements: Contractor shall provide the service to the Customer within fourteen (14) days of Customer request, as mutually agreed upon by Customer and Contractor. Contractor shall make best efforts to Recycle or Divert from Disposal fifty percent (50%) of all Discarded Materials Collected through the Clean Sweep by Appointment program.

Christmas Tree Collection for Multi-Family Customers

During the month of January of each year, or as otherwise approved by the City Contract Manager, Contractor shall Collect Christmas trees from Multi-Family Customers on dates as arranged by the Contractor and each Multi-Family property Owner or manager. Contractor shall offer each Multi-Family property Owner or manager the option to receive Christmas tree Collection service in Bins or Drop Boxes, which Contractor shall provide for such service. Contractor shall also offer each Multi-Family property Owner or manager the option to receive un-containerized Christmas tree Collection service Curbside, or from designated location at the Multi-Family Premises mutually agreed upon between Contractor and the property Owner or manager. Contractor shall Collect from Multi-Family Customers un-flocked, and undecorated holiday trees that are placed at the designated Collection location during the agreed-upon time period. Christmas tree Collection services shall be provided at no additional cost to the City or the Customer. Contractor may require that Christmas trees be cut into sections no greater than six feet (6'). Contractor shall deliver all Collected Christmas trees to the Approved or Contingent Organic Materials Processing Facility for Processing. Flocked or artificial trees are handled as Solid Waste and excluded from the Christmas Tree Collection program. If Christmas trees are placed at the Curb after January 31, Contractor may charge Multi-Family Customers the authorized Rate for Collection of Christmas trees.

5. Additional Services for Multi-Family Customers

On-Call Bulky Item Collection for Multi-Family Customers

Contractor shall Collect Bulky Items from Multi-Family Customers, upon request, and shall Transport all Collected materials to the appropriate Approved or Contingent Facility for Reuse, Processing, or Disposal.

Containers: Contractor discretion

Service Level: On-call Collection of Bulky Items at Rates authorized by the City; setout limits shall be agreed upon between the authorized property contact and Contractor.

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MULTI-FAMILY AND COMMERCIAL SERVICES

| | | |
|-----|------------------------------|---|
| 156 | Service Frequency: | Upon Customer request |
| 157 | Service Location: | Location mutually agreed upon between Contractor and Multi-Family complex |
| 158 | | account holder; on-site drop-off points may be used to reduce the amount of |
| 159 | | Discarded Material deposited at the Curb. |
| 160 | Acceptable Materials: | Bulky Items |
| 161 | Prohibited Materials: | Food Scraps, Hazardous Materials, abandoned automobiles, engine, engine parts, |
| 162 | | car batteries, trees, dirt, rocks, concrete, loose un-bagged items, Excluded Waste, |
| 163 | | Infectious Waste, medical waste (e.g., prescription drugs), liquids, appliances or |
| 164 | | any single item that exceeds two-hundred (200) lbs. in weight, or any other single |
| 165 | | item that exceeds fifty (50) lbs. in weight. |
| 166 | Additional Service: | Not applicable |
| 167 | Other Requirements: | Contractor shall provide the service to the Customer within fourteen (14) |
| 168 | | Working Days of the Customer's requested service date, as mutually agreed upon |
| 169 | | by the Customer and Contractor. Contractor shall make best efforts to Recycle |
| 170 | | or Divert from Disposal fifty percent (50%) of all Discarded Materials Collected |
| 171 | | through the On-Call Bulky Item Collection program. |

172 Overages

173 If Contractor elects to Collect Overages from Multi-Family Customers, as described in Section 4.5.5, it may
174 charge the Customer the authorized Rate set forth in Exhibit G3. If there have been more than three
175 instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Recyclable
176 Materials, or Organic Materials), Contractor may increase the Customer's Service Level (i.e., larger
177 Container or more frequent service) to mitigate the Overage, and may increase the charge(s) to such
178 Customer to reflect the increased Service Level.

179 **6. Recyclable Materials Collection for Commercial Customers**

180 Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial
181 Customers subscribing to Recyclable Materials Collection service and Transport all Recyclable Materials
182 to the Approved or Contingent Recyclable Materials Processing Facility for Processing.

| | | |
|-----|------------------------------|---|
| 183 | Containers: | Carts, Bins |
| 184 | Container Sizes: | 30-, 60-, and 90-gallon (or comparable size Carts approved by the City); |
| 185 | | 2-, 3-, 4-, 5-, and 6- cubic yard Bins; 2-, 3-, and 4-cubic yard Bin Compactors, and, |
| 186 | | 10, 20-, and 40- cubic yard Drop Boxes; or 20-, 30-, 35-, and 40-cubic yard Drop |
| 187 | | Box Compactors, as requested by Customer |
| 188 | Service Frequency: | Up to six (6) times per week but not less than one (1) time per week, as requested |
| 189 | | by Customer |
| 190 | Service Location: | Curbside or other Customer-selected service location at the Commercial |
| 191 | | Premises; |
| 192 | Acceptable Materials: | Recyclable Materials |
| 193 | Prohibited Materials: | Organic Materials, Solid Waste, Excluded Waste |

EXHIBIT B2

MULTI-FAMILY AND COMMERCIAL SERVICES

Additional Service: Up to one (1) cubic yard per week of Recyclable Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at no additional charge. Contractor shall provide Recyclable Materials Collection at Service Levels greater than one (1) cubic yard per week to Commercial Customers upon request, and may charge the authorized Rate. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an authorized Rate. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.

Other Requirements: Contractor shall deliver Recyclable Materials Containers to Commercial Customer.

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 (additional charge may apply).

A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return.) Additional charges may apply if the service location is greater than ten (10) feet from the nearest point of access for a Collection Vehicle from a paved surface.

If the Contractor identifies a Recyclable Materials Container that contains more than ten percent (10%) by volume of Contamination, Contractor shall comply with the requirements of Section 4.5.6.

7. Organic Materials Collection for Commercial Customers

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 or Contingent Organic Materials Processing Facility for Processing.

Containers: Carts, Bins, Compactors

Container Sizes: 30-, 60-, and 90-gallon (or comparable size Carts approved by the City); 2-, 3-, and 4-cubic yard Bins; and, 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Compactors, as requested by Customer

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 or other Customer-selected service location at the Commercial Premises

Acceptable Materials: Organic Materials (including Yard Trimmings and Food Scraps)

Prohibited Materials: Recyclable Materials, Solid Waste, Excluded Waste

Additional Service: Up to ninety (90) gallons per week of Organic Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at no additional charge. Contractor shall provide Organic Materials Collection at Service Levels greater than ninety (90) gallons per week to

EXHIBIT B2

MULTI-FAMILY AND COMMERCIAL SERVICES

Commercial Customers upon request, and may charge the authorized Rate. Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an authorized Rate. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.

Other Requirements: Contractor shall deliver Organic Materials Containers to each and every Commercial Customer unless that Commercial Customer is exempted from Organic Materials services by the City, or has demonstrated to the City that it is Diverting Organic Materials through subscription with another City-approved hauler, or other City-approved method.

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 (additional charge may apply).

A push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return). Additional charges may apply if the service location is greater than ten (10) feet from the nearest point of access for a Collection Vehicle from a paved surface.

Contractor may refuse to Collect a Recyclable Materials Container that contains more than ten percent (10%) by volume of prohibited materials, provided that Contractor complies with the requirements of Section 4.5.6.

8. Solid Waste Collection for Commercial Customers

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 Approved or Contingent Disposal Facility for Disposal.

Containers: Carts, Bins, Drop Boxes, Compactors.

Container Sizes: 30-, 60-, and 90-gallon (or comparable size Carts approved by the City); 2-, 3-, 4-, 5-, 6-, and 7-cubic yard Bins; 2-, 3-, and 4-cubic yard Bin Compactors, and, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors, as requested by Customer

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 or other Customer-selected service location at the Commercial Premises

Acceptable Materials: Solid Waste

Prohibited Materials: Recyclable Materials, Organic Materials, Excluded Waste

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

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MULTI-FAMILY AND COMMERCIAL SERVICES

274 and empty Containers (additional charge may apply).

275 A push/pull of Containers up to ten (10) feet from the enclosure/Container
276 location to the Collection vehicle will be provided at no additional charge (push
277 up to 10 feet then return). Additional charges may apply if the service location is
278 greater than ten (10) feet from the nearest point of access for a Collection Vehicle
279 from a paved surface.

280 **9. Container Sharing for Commercial Customers**

281 In special circumstances, for Customers with significant space limitations and upon approval by the City
282 Contract Manager and the Contractor, the Contractor shall permit Commercial Customers to share
283 Discarded Materials service with other geographically proximate Commercial Customers. Such shared
284 service shall be performed, and billed, as if it were being provided to a single Customer, with the exception
285 that Contractor shall require all Customers sharing a single service account to identify a "Primary
286 Responsible Party" which will serve as the single point of contact for communication and billing from
287 Contractor and the City, along with a list of all addresses with which the Primary Responsible Party will
288 share service.

EXHIBIT B3:
DOWNTOWN REDEVELOPMENT AREA

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EXHIBIT B3

DOWNTOWN REDEVELOPMENT AREA

1. Downtown Redevelopment Area

The City and the Contractor shall meet annually to review the boundaries of the City's downtown redevelopment area which may include Commercial, Residential, and/or Mixed-Use Premises. For Mixed-Use Premises, Contractor is not obligated to identify Residential and Commercial units, but shall provide Commercial Collection service to Mixed-Use Premises. The following special conditions may apply to the City's downtown redevelopment area.

Solid Waste, Organic Materials, and Recyclable Materials will be Collected in front-end loader Bins, some of which will contain materials compacted by vertical compaction units. The Bins may be stored in trash rooms located inside of the buildings, as opposed to external trash enclosures. Building staff or subcontractors will transport the Bins from the trash rooms to the Curb of the adjacent Public Streets for Collection by Contractor.

Collection from Commercial Premises located within the downtown redevelopment area shall only occur between 5:00 a.m. and 7:00 a.m. Monday through Saturday. Collection times from Residential and Mixed-Use Premises located within the downtown redevelopment area shall be approved by the City Contract Manager.

For Premises located within the downtown redevelopment area, a Customer for each building(s) shall be identified as the principle account holder. The principle account holder shall be responsible for remitting payment to Contractor for applicable Collection services and then allocating the cost among appropriate tenants that utilize such Collection service.

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EXHIBIT B4: CITY SERVICES

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EXHIBIT B4 CITY SERVICES

1. City Facilities

Listed below are the current City facilities to receive Collection services. To the extent that Contractor's total weekly cubic yards of City facility service, including through added Food Scraps Collection, exceeds one hundred and ten percent (110%) of the total weekly cubic yards of City facility service shown in this Exhibit B4, Part 1, Contractor may charge City the applicable authorized Commercial Rate for the additional increment of service.

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|-------------------|-------------------|-----------------------------------|----------------------------|----------------------------|-------------------------|---|---------------|
| City Offices | Republic Services | City Hall* | 425 N. El Dorado St. | (1) 5-yard - 4X week | (1) 5-yard - 2X week | | ACTIVE |
| City Offices | Republic Services | Stewart-Eberhardt Building | 22 E. Weber Ave. | (1) 4-yard - 2X week | (1) 4-yard - 2X week | (1) 90-gallon food waste only - 1X week | ACTIVE |
| City Offices | Republic Services | Waterfront Towers (new City Hall) | 501/509 W. Weber Ave. | See City Hall | See City Hall | See City Hall | TO BE ACTIVE* |
| City Offices | Waste Management | Permit Center | 345 N. El Dorado St. | See City Hall | | | INACTIVE |
| Community Centers | Republic Services | Podesto IMPACT Teen Center | 725 N. El Dorado St. | (1) 5-yard trash - 2X week | | | ACTIVE |
| Community Centers | Republic Services | Seifert Community Center | 128 West Benjamin Holt Dr. | No service needed now | | | INACTIVE |
| Community Centers | Republic Services | Van Buskirk Community Center | 734 Houston Ave. | (1) 4-yard - 1X week | | | ACTIVE |
| Community Centers | Waste Management | Arnold Rue Community Center | 5758 Lorraine Ave. | (1) 4-yard - 1X week | (1) 4-yard - 1X week | | ACTIVE |
| Community Centers | Waste Management | McKinley Community Center | 424 East Ninth St. | (1) 90-gallon - 1X week | (1) 60-gallon - 1X week | | ACTIVE LEASED |
| Community Centers | Waste Management | McNair Community Center | 9550 Ronald E. McNair Way | (2) 5-yard - 2X week | | | ACTIVE |

* Existing Services at City Hall will be transferred to new City Hall location in the future.

November 5, 2019

City of Stockton/Sunrise Sanitation, Inc.
Exhibit B4, Page 1

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|-------------------|-------------------|---|-------------------------|--|---|-------------------------|---------------|
| Community Centers | Waste Management | Merlo Center / Dorothy Jones Community Center | 2021 Anne St. | (1) 4-yard - 1X week | (1) 2-yard - 1X week | | ACTIVE LEASED |
| Community Centers | Waste Management | Oak Park Senior Center | 730 East Fulton St. | (1) 5-yard - 2X week (2) 60-gallon - 1X week (2) 90-gallon - 1X week | (1) 60-gallon - 1X week | (1) 90-gallon - 1X week | ACTIVE |
| Community Centers | Waste Management | Stribley Community Center | 1760 East Sonora St. | (1) 4-yard - 1X week | | | ACTIVE |
| Corporation Yard | Waste Management | Corp. Yard | 1465 S. Lincoln St. | (3) 25-yard - 3X week (4) 5-yard - 3X week (1) 2-yard - 3X week | (1) 25-yard white Bulky - On Call (1) 25-yard electronics waste - On Call (1) 25-yard wood only waste - On Call (1) 25-yard metal only waste - On Call (5) 5-yard - On Call (1) 2-yard - On Call | | ACTIVE |
| Fire Stations | Republic Services | Administration | 425 North El Dorado St. | See City Hall | | | |
| Fire Stations | Republic Services | Fire Prevention | 345 North El Dorado St. | See City Hall | | | |
| Fire Stations | Republic Services | Station #1 | 1818 Fresno St. | No service needed now | | | INACTIVE |
| Fire Stations | Republic Services | Station #2 | 110 West Sonora St. | (2) 4-yard - 1X week | (2) 4-yard - 1X week | (4) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Waste Management | Station #3 | 1116 E. 1st | (1) 6-yard - 1X week | (2) 60-gallon - 1X week | (1) 90-gallon - 1X week | ACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|---------------|-------------------|------------------------------|--------------------------|-------------------------|---|-------------------------|--------|
| Fire Stations | Republic Services | Station #4 | 5525 Pacific Ave. | (1) 3-yard - 1X week | (1) 4-yard - 1X week | (4) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Republic Services | Station #5 | 3499 Manthey Rd. | (1) 2-yard - 1X week | (3) 60-gallon - 1X week | (3) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Republic Services | Station #6 | 1501 Picardy Dr. | (1) 2-yard - 1X week | (2) 60-gallon - 1X week | (1) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Republic Services | Station #7 | 1767 W. Hammer Ln. | (1) 2-yard - 1X week | (3) 90-gallon - 1X week | (5) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Waste Management | Station #9 | 555 E. Harding Wy. | (1) 2-yard - 1X week | (1) 60-gallon - 1X week | (2) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Republic Services | Station #10 | 2903 W. March Ln. | (1) 2-yard - 1X week | (1) 90-gallon - 1X week | (4) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Waste Management | Station #11 | 1211 E. Swain Rd. | (1) 2-yard - 1X week | (1) 2-yard - 1X week | (7) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Waste Management | Station #12 | 4010 E. Main St. | (1) 2-yard - 1X week | (2) 60-gallon - 1X week | (2) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Waste Management | Station #13 | 3606 Hendrix Dr. | (1) 2-yard - 1X week | (1) 2-yard - 1X week (2) 60-gallon - 1X week | (1) 90-gallon - 1X week | ACTIVE |
| Fire Stations | Waste Management | Station #14 | 3019 McNabb St. | (1) 2-yard - 1X week | (2) 60-gallon - 1X week | (1) 90-gallon - 1X week | ACTIVE |
| Libraries | Republic Services | Cesar Chavez Central Library | 605 North El Dorado St. | (2) 5-yard - 1X week | (12) 60-gallon - 1X week | | ACTIVE |
| Libraries | Republic Services | Margaret K. Troke Library | 502 W. Benjamin Holt Dr. | (1) 4-yard - 1X week | (1) 4-yard - 1X week | | ACTIVE |
| Libraries | Waste Management | Fair Oaks Library | 2370 E. Main St. | (1) 4-yard - 1X week | (1) 4-yard - 1X week | | ACTIVE |
| Libraries | Waste Management | Maya Angelou Library | 2324 Pock Ln. | (1) 60-gallon - 1X week | (1) 60-gallon - 1X week | | ACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|---------------------|-------------------|-----------------------------------|---------------------------|---|---|---------------------------------|----------|
| Libraries | Waste Management | Weston Ranch Library | 1453 West French Camp Rd. | No service needed now | | | INACTIVE |
| Municipal Utilities | Republic Services | Dagget Road | 2500 Navy Dr. | No service needed now | | | INACTIVE |
| Municipal Utilities | Republic Services | Headworks (Main Plant) | 2500 Navy Dr. | (1) 4-yard - 1X week | | | ACTIVE |
| Municipal Utilities | Republic Services | LAB (Main Plant) | 2501 Navy Dr. | | (1) 2-yard - 1X week | | ACTIVE |
| Municipal Utilities | Republic Services | | 2500 Navy Dr. | (1) 5-yard - 1X week | | | ACTIVE |
| Municipal Utilities | Republic Services | Operations | 2501 Navy Dr. | (1) 2-yard - 1X week | 1-90 gallon - 1X week | | ACTIVE |
| Municipal Utilities | Republic Services | MUD Stores | 2501 Navy Dr. | (1) 5-yard - 1X week | (1) 4-yard - 1X week | (1) 20-yard wood only - On Call | ACTIVE |
| Municipal Utilities | Republic Services | Office Maintenance | 2501 Navy Dr. | (1) 6-yard - 1X week | (1) 2-yard - 1X week (1) 90-gallon - 1X week | | ACTIVE |
| Municipal Utilities | Republic Services | Rag Bin | 2500 Navy Dr. | (1) 20-yard - 1X week (1) 5-yard - 3X week | | | ACTIVE |
| Municipal Utilities | Republic Services | Septic Tank | 2500 Navy Dr. | (2) 4-yard - 1X week | (2) 2-yard - 1X week (1) 4-yard - 1X week | | ACTIVE |
| Municipal Utilities | Republic Services | Smith Canal Sanitary Lift Station | 1244 Fontana Ave. | No service needed now | | | INACTIVE |
| Municipal Utilities | Republic Services | Tertiary Plant | John Turk Rd. | (1) 4-yard - 1X week | | | ACTIVE |
| Municipal Utilities | Waste Management | Water Field Office | 7400 West Lane | (1) 5-yard - 1X week | (1) 5-yard - 1X week (1) 90-gallon - 1X week | | ACTIVE |
| Municipal Utilities | Waste Management | Water Well #16 | Princess Ave. | (1) 10-yard - 1X month | | | ACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|--------------------------|-------------------------|-----------------------------------|------------------------------------|---|--|------------------------|----------|
| Municipal Utilities | Waste Management | Delta Water Supply Project (DWSP) | 11373 N. Lower Sacramento Rd. | (1) 2-yard - 1X week (1) 20-yard - On Call (WID power house) | (2) 90-gallon - 1X week (1) 2-yard Cardboard only - 1X week | | ACTIVE |
| Municipal Utilities | Waste Management | DWSP Intake & Pump Station | 1001 N. Correia Rd. | (1) 4-yard - 1X week | | | ACTIVE |
| Municipal Utilities | Republic Services | Tertiary Plant | Smith Canal | No service needed now | | | INACTIVE |
| Other | DSA Cooperative - RS/WM | DeCarli Plaza | 123 N. El Dorado St. | No service needed now | | | INACTIVE |
| Other | Republic Services | Lyons Golf Course | 1 West Fyffe Ave. | No service needed now | | | INACTIVE |
| Other | Republic Services | Pixie Woods | Occidental Ave./ Shimizu Dr. | No service needed now | No service needed now | No service needed now | ACTIVE |
| Other | Waste Management | Children's Museum | 402 W. Weber St. | (1) 4-yard - 2X week (1) 20 yard - On Call | | | ACTIVE |
| Other | Waste Management | Civic Auditorium | 525 N. Center St. | (3) 4-yard - 1X week | (1) 5-yard - 1X week | | ACTIVE |
| Other | Waste Management | Oak Park Ice Arena | 3545 Alvarado Ave. | (1) 3-yard - 3X week | | | ACTIVE |
| Other | Waste Management | Oak Park Tennis Complex | 3514 N. Sutter St. | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot A (Channel Garage) | Channel between San Joaquin/Sutter | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot B | Channel/California | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot D (SEB Garage) | Weber between Center/El Dorado | No service needed now | | | INACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|--------------------------|-------------------|-----------------------------|--|-----------------------|-------------------------|------------------------|----------|
| Parking Garages and Lots | Republic Services | Lot F | Sutter/Market | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot J | California between Weber/Main | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot K | American/Weber | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot L | American/Main | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot N | Washington/San Joaquin under freeway across from St. Mary's Church | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot O | San Joaquin/Washington under freeway across from H.S.A. | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot R | California/Washington under freeway behind Record | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot S | California/Washington | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Lot Z | Market/Sutter | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Central Parking Main Office | 123 North San Joaquin St. | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Civic Lot | Center/Oak | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Ed Coy Garage | Hunter/Channel | No service needed now | | | INACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|--------------------------|-------------------|------------------|-----------------------------------|-----------------------|-------------------------|------------------------|----------|
| Parking Garages and Lots | Republic Services | Fremont East Lot | Fremont between Madison/Van Buren | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Fremont West Lot | Fremont between Van Buren/Lincoln | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | Market Garage | Market/Sutter | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | North Lot | Fremont in front of Ballpark | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | State Lot | Center between Miner/Channel | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Republic Services | West Lot | Harrison on Waterfront | No service needed now | | | INACTIVE |
| Parking Garages and Lots | Waste Management | EDD Lot | Fremont between Commerce/Madison | No service needed now | | | INACTIVE |
| Parks | Republic Services | Anderson Park | 128 West Benjamin Holt Dr. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Atherton Park | 1978 Quail Lakes Dr. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Brooking Park | 4500 Nugget Ave. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Caldwell Park | 3021 Pacific Ave. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Columbus Park | 401 W. Worth St. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Gleason Park | 535 East Church St. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Grupe Park | 5818 Cumberland Pl. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Laughlin Park | 2733 Estate Dr. | No service needed now | | | INACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|----------|-------------------|------------------------------|---|-----------------------|---|------------------------|----------|
| Parks | Republic Services | Long Park | 4535 Woodchase Ln. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Louis Park | 3121 Monte Diablo Ave. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Morelli Park and Boat Launch | 1025 West Weber Ave. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Nelson Park | 3535 Brookview Dr. | (1) 4-yard - 1X week | | | ACTIVE |
| Parks | Republic Services | North Seawall Park | South of Arena at Ballpark along waterfront | No service needed now | | | INACTIVE |
| Parks | Republic Services | Paul Weston Park | 3603 EWS Woods Bl. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Peri Park (undeveloped) | 2920 McCloud River Dr. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Sherwood Park | 100 West Robinhood Dr. | No service needed now | | | INACTIVE |
| Parks | Republic Services | Smith Park | 2606 William Moss Bl. | No service needed now | | | INACTIVE |
| Parks | Republic Services | South Seawall Park | Center/Weber | No service needed now | | | INACTIVE |
| Parks | Republic Services | Swenson Park | 6803 Alexandria Pl. | (1) 20-yard - On Call | (1) 5-yard Bin Cardboard only - On Call | | ACTIVE |
| Parks | Republic Services | Van Buskirk Park | 734 Houston Ave. | (1) 5-yard - 1X week | | (1) 20-yard - On Call | ACTIVE |
| Parks | Republic Services | Weber Park | 405 E. Oak St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | American Legion Park | Bedford/Baker | No service needed now | | | INACTIVE |
| Parks | Waste Management | Angel Cruz Park | 110 Segovia Ln. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Arnold Rue Park | 1696 Bonaire Cir. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Barkleyville Dog Park | 5505 Feather River Dr. | No service needed now | | | INACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|----------|------------------|----------------------------|-------------------------|-----------------------|-------------------------|------------------------|----------|
| Parks | Waste Management | Baxter Park | 10410 Muir Woods Ave. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Buckley Cove Park | 4311 Buckley Cove Way | | (1) 60-gallon - 2X week | | ACTIVE |
| Parks | Waste Management | Constitution Park | 1101 East Lindsay St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Corren Park | 3525 A.G. Spanos Bl. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Cortez Park | 817 Erie Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Dentoni Park | 1430 Royal Oaks Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Dorothy May Pitts Park | 510 Villa Point Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Eden Park | 924 El Dorado Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Ernie Shropshire Park | 924 North El Dorado St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Faklis Park | 5250 Cosumnes Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Fremont Park | 302 East Fremont St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Friedberger Park | 1708 E. Walnut St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Garrigan Neighborhood Park | 3690 Iron Canyon Cir. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Holiday Park | 614 Elaine Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Holmes Park | 1718 Ralph Ave. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Iloilo Sister City Park | 5920 Scott Creek Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Independence Park | 802 E. Market St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | King Plaza Park | 555 N. El Dorado St. | No service needed now | | | INACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|----------|------------------|------------------------|--------------------------|-----------------------------|-------------------------|------------------------|----------|
| Parks | Waste Management | Lafayette Park | 825 South Hunter St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Liberty Park | 725 East Jefferson St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Loch Lomond Park | 8477 North El Dorado St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Matt Equinoa Park | 9499 Glacier Pint Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Mattie Harrell Park | 2244 South Lincoln St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | McKinley Park | 474 East Ninth St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | McLeod Park | 46 West Fremont St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Misasi Park | 9820 Ronald McNair Way | See McNair Community Center | | | INACTIVE |
| Parks | Waste Management | Oak Park | 7999 East Alvarado Ave. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Panella Park | 5758 Lorraine Ave. | (2) 3-yard - 1X week | | | ACTIVE |
| Parks | Waste Management | Parma Sister City Park | 9127 Chianti Cir. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Peterson Park | 2429 S. Union | No service needed now | | | INACTIVE |
| Parks | Waste Management | S.L. Fong Park | 2525 Blossom Cir. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Sandman Park | 8801 Don Ave. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Shady Forest Park | 3616 El Pinal Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Sousa Park | 2829 Yellowstone Ave. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Stribley Park | 502 Della St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Stuart Gibbons Park | 1825 West Hammer Ln. | No service needed now | | | INACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|--------------------------|-------------------|--|--|---------------------------------|---------------------------------|------------------------|----------|
| Parks | Waste Management | Union Square | 635 South Pilgrim St. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Unity Park | 5525 Rayanna Dr. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Valverde Park | 2418 Arden Ln. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Victory Park | 1001 North Pershing Ave. | (2) 4-yard - 2X week | | | ACTIVE |
| Parks | Waste Management | Weberstown East Park | 4750 Kentfield Rd. | No service needed now | | | INACTIVE |
| Parks | Waste Management | Williams Brotherhood Park | 2040 South Airport Way | No service needed now | | | INACTIVE |
| Police | Republic Services | Animal Control | 1575 South Lincoln St. | (1) 4-yard - 1X week | (1) 4-yard - 1X week | | ACTIVE |
| Police | Republic Services | Evidence Room | 22 East Market St. | (1) 4-yard - On Call | | | ACTIVE |
| Police | Republic Services | Gun Range | 3040 Navy Dr. | | (1) 4-yard - 1X week | | ACTIVE |
| Police | Republic Services | Police Operations Building | 22 East Market St. | (1) 6-yard - 3X week | (1) 5-yard - 1X week | | ACTIVE |
| Police | Republic Services | PD Secured Parking Lot | Under Crosstown Freeway bordered by Washington, Lafayette, and El Dorado Streets | (20) 90-gallon - On Call | | | ACTIVE |
| Special Use - For Profit | Republic Services | Banner Island Ballpark | 404 W. Fremont St. | (1) 40-yard Compactor - On Call | (1) 4-yard - On Call | Bay - On Call | ACTIVE |
| Special Use - For Profit | Republic Services | Bob Hope Theatre (aka Fox Theatre) | 242 E. Main St. | (1) 2-yard - 1X week | | | ACTIVE |
| Special Use - For Profit | Republic Services | Marina Promenade (ref: Waterfront Warehouse) | 445 W Weber | (3) 4-yard - 4X week | (3) 4-yard - 3X week | | ACTIVE |
| Special Use - For Profit | Republic Services | Stockton Arena | 248 W. Fremont St. | (1) 40-yard Compactor - On Call | (1) 20-yard Compactor - On Call | | ACTIVE |

EXHIBIT B4 CITY SERVICES

| CATEGORY | HAULER | FACILITY NAME | ADDRESS | SERVICE LEVEL TRASH | SERVICE LEVEL RECYCLING | SERVICE LEVEL ORGANICS | STATUS |
|------------------------------|-------------------|------------------------------------|--|---------------------------------|-------------------------|------------------------|----------------------------|
| Special Use - For Profit | Waste Management | Billy Hebert Field | 518 Fulton Ave. | No service needed now | | | INACTIVE |
| Special Use - For Profit | Republic Services | Stockton Arena - Parking Structure | 310 Fremont St. | No service needed now | | | INACTIVE |
| Special Use - Not for Profit | Waste Management | Oak Park | 3754 Alvarado Ave. | 2 - 90 gallon trash once a week | | | INACTIVE (SEASONAL-SUMMER) |
| Special Use - Not for Profit | Waste Management | Sousa | 2900 Yellowstone Ave. | 2 - 90 gallon trash once a week | | | INACTIVE (SEASONAL-SUMMER) |
| Special Use - Not for Profit | Republic Services | Brooking | 4505 Nugget Ave. | 2 - 90 gallon trash once a week | | | INACTIVE (SEASONAL-SUMMER) |
| Sport Complexes | Republic Services | Louis Park Softball Complex | Monte Diablo and Shimizu Dr. | No service needed now | | | INACTIVE |
| Sport Complexes | Waste Management | Arnaiz Softball Complex | 3293 Morada Ln. | (2) 5-yard - 1X week | | | ACTIVE |
| Sport Complexes | Waste Management | Soccer Complex | 10055 North State Route 99 West Frontage Rd. | (2) 5-yard - 2X week | | | ACTIVE |

6 2. On-Call Drop Box Service

7 Contractor shall provide Collection, Transportation, and Processing or Disposal service of up to nine-hundred sixty (960) cubic yards of Drop Box
8 service per year, upon City request, coordinated through the City Contract Manager. Requests for Drop Box service that surpass nine-hundred
9 sixty (960) cubic yards per year shall be charged the authorized Commercial Drop Box Rate.

EXHIBIT B5

COMMUNITY SERVICES

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EXHIBIT B5

COMMUNITY SERVICES

1. Public Litter Receptacles

Contractor shall provide Collection, Transportation, and Processing or Disposal service to up to 75 Public Litter Receptacles in place or placed by the City on sidewalks, at bus stops, in parks and other City facilities as set forth in Exhibit B4 during the Term of this Agreement. Frequency of Collection may be designated by the City, not to exceed six (6) times per week per Public Litter Receptacles. Annually, Contractor shall replace up to 75 Public Litter Receptacles liners at no cost to City. In the event that Public Litter Receptacles 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 Solid Waste.

2. Community Cleanup Events

In coordination with the City, the Contractor will provide necessary Containers and Collection service for up to five (5) City approved community cleanups per calendar year. The Contractor shall provide Collection, Transportation, and Processing or Disposal service of up to nine hundred sixty (960) cubic yards of on call Drop Box Service per year. Contractor shall be entitled to charge the City for quantities that exceed nine hundred sixty (960) cubic yards per calendar year at the authorized Rate.

3. Code Enforcement Cleanups

Contractor shall provide one (1) roll-off truck with a forty (40) cubic yard box and a compacting truck, rear load or front load, for each code enforcement cleanup event. Up to five (5) one-day code enforcement cleanup events are allowed each calendar year. This service is for Single-Family, Multi-Family, and mobile home park Customers only and does not apply to Commercial Customers. The Contractor shall make every effort to ensure that Materials Collected through the Code Enforcement Cleanup program are Diverted from Disposal. Street sweeping service is to be made available at the conclusion of the event, if requested when event is scheduled. The Contractor will be responsible for providing Recycling Collection and Processing services such that no Recyclables are Disposed. The costs of Residue Transportation and Disposal will be borne by the Contractor and shall be included in the Rates. The Contractor will be responsible for delivery of the Solid Waste to the Approved or Contingent Disposal Facility, and Transfer Facility, if applicable, and cleanup of each drop-off site at the conclusion of each event. In the event City plans to conduct more than five (5) code enforcement cleanup events per year, Contractor shall provide Rates for equipment, labor, and Disposal for such additional events.

4. Special Events

Contractor shall provide Solid Waste, Recyclables Materials, and Organics Materials Collection, and port-a-let (mobile toilet facilities) and handwashing units for up to five (5) special events sponsored by the City. Contractor shall provide the number and type of Containers, port-a-let facilities (including handwashing units), the amount of labor, and the frequency of the emptying or removal of the Containers and port-a-let facilities necessary to provide services of a quality matching or surpassing that defined in Exhibit B for all Collection services. Contractor shall provide the following per calendar year for up to five (5) City approved special events:

EXHIBIT B5 COMMUNITY SERVICES

- a) Five (5) 20-cubic yard Bins
- b) One (1) 10-cubic yard Bin
- c) Sixty three (63) Port-a-let facilities
- d) Five (5) Handwashing units

Once these services have been depleted, there will be no additional free services available for the remainder of the year. In the event City plans to have more than five (5) special events per year, Contractor shall provide Rates for equipment, labor, and Disposal for such additional events.

Special event services include:

A. Event Collection Stations. Contractor shall provide and set-up event Collection stations for Collection of Recyclable Materials, Organic Materials, and Solid Waste at City-sponsored special events. Each event Collection station shall include a separate Cart for each of Recyclable Materials, Organic Materials, and Solid Waste, as appropriate. Contractor shall provide a sufficient number of event Collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with the event organizer. Collection stations shall utilize the same Carts used to provide services to Residential Customers, unless alternative Containers are approved by the City. Contractor shall provide liners/bags for the Carts at the Collection stations, and shall line the Carts as a part of the station set-up. Collection stations shall include adequate signs and labeling.

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 what materials are acceptable in each Collection station Cart. The Contractor shall be responsible for Transporting materials contained in event Collection stations. Station monitors will also sort materials both at the Collection stations and at the Drop Boxes to ensure that they are properly separated.

C. Drop Boxes. 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 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 or Contingent Facility for Processing and/or Disposal.

D. Public Education Booth. Upon request of the City Contract Manager, 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 fourteen (14) calendar days of the end of the event, Contractor shall submit a

EXHIBIT B5 COMMUNITY SERVICES

report to the City Contract Manager and event organizer. The report should 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, and a description of the public education provided at the event.

5. Recycling Drop-Off Events

Contractor shall be responsible for promoting, managing, staffing, and operating up to four (4) annual Collection events ("Recycling Drop-Off Events") to accept and Divert textiles, Reusable Materials, Yard Trimmings, Electronic Waste (E-Waste), Universal Waste (U-Waste), scrap metal, clean wood, and other materials to be determined by the City. Contractor shall provide confidential document shredding service at each Recycling Drop-Off Event and shall Divert the shredded materials from Disposal. Contractor shall ensure that all E-Waste Collected from Recycling Drop-Off Events is handled in accordance with Applicable Law and Diverted to the greatest extent practicable. Contractor may fulfill this requirement through its own forces or through the use of a City-approved non-profit or community group, or product stewardship organization.

No less than three (3) months prior to each Recycling Drop-Off Event, Contractor shall prepare and submit an Event Plan to the City Contract Manager, and shall clearly describe the public education and advertising to be conducted prior to the event.

Contractor shall prepare and pay for publication of all advertisements and public announcements regarding the Recycling Drop-Off Event in accordance with the approved Event Plan. All promotional material shall be approved by the City prior to release to the public.

The dates and sites of each Recycling Drop-Off Event shall be selected by the Contractor and approved by the City. The City shall assist the Contractor in locating a site as requested, however such site shall always be within the jurisdictional limits of the City. At such events, the Contractor shall accept material delivered by City residents during a time period specified by the City Contract Manager that does not exceed two day weekend event, open to residents for seven (7) hours each day. Contractor shall provide personnel that will assist with directing traffic; verifying residency of Persons delivering material; documenting the number of residents delivering materials; and directing residents where to unload materials. In addition, Contractor shall be responsible for managing the Recycling Drop-Off Event; supervising and directing event personnel; inspecting materials delivered to the event; separating and packaging E-Waste/U-Waste and other material; documenting the quantity of each material type; Transporting E-Waste/U-Waste and other material to reuse, Recycling, and/or Processing locations; and cleaning-up the location at the end of the event.

Contractor shall provide properly trained and qualified personnel to handle, unload, package and Transport E-Waste, U-Waste, and other materials to proper vendors for Recycling and/or Disposal. Contractor shall provide appropriate Containers for the E-Waste, U-Waste, and other material.

All costs, including but not limited to Transportation, management, administration, site selection, Processing and Disposal, related to these events shall be the responsibility of the Contractor and no additional compensation will be provided by the City. Contractor shall provide City with a report within

EXHIBIT B5

COMMUNITY SERVICES

thirty (30) calendar days of each event summarizing the number of participants and the total Tonnage Collected by material type.

6. Emergency Services

Contractor shall provide emergency services (i.e., special Collections, Transport, Processing and Disposal) at the request of the City Contract Manager 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 City Contract Manager or as soon thereafter as is reasonably practical in light of the circumstances. For any services which exceed the scope of services under this Agreement, Contractor shall be entitled to compensation at the emergency service Rates authorized under this Agreement. The City shall have discretion in the method of such compensation between direct payments by the City and allowing such costs to be considered adjustment of Rates.

7. Provision of Compost Product

A. Bulk Compost. Contractor shall make available to City at least one thousand (1,000) cubic yards of bulk Compost per Agreement Year for use in City parks and facilities at no additional cost to the City or Customers. City will notify Contractor as to the City's needs for delivery of finished Compost throughout the Agreement Year. Contractor shall deliver Compost within five (5) Business Days upon request by City to any accessible location within City limits at no additional cost to City. If City does not take delivery of Compost made available by Contractor within thirty (30) calendar days of the end of the Agreement Year, Contractor's obligation to deliver Compost for said Agreement Year shall be deemed to be satisfied. Any of the one thousand (1,000) cubic yards bulk Compost allotment that is not requested by the City during the Agreement Year shall not carry over into the next Agreement Year. Upon request, Contractor shall provide City with Compost lab results and specifications.

B. Compost Give-Away Events. Contractor shall provide an annual total of at least one thousand (1,000) cubic yards of bulk Compost for City residents to pick up at no additional cost to the City or Customers at two (2) public Compost give-away events per Agreement Year. The location, date, and time of such events shall be mutually agreed upon by Contractor and the City Contract Manager, and may be held in conjunction with other City-approved events.

**EXHIBIT C:
PUBLIC EDUCATION AND OUTREACH
REQUIREMENTS**

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EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

1 **1. General Administration**

2 The City places the utmost importance on effective public outreach and education in helping residents
3 and businesses fully understand options for and benefits of Source Reduction, reuse, Recycling, and
4 Composting. General provisions for public education and outreach are as follows, and as provided in
5 Section 4.2.F and Exhibit N (SB 1383 Requirements):

6 A. Prior to the Commencement Date and by October 1 of each following year during the Term of this
7 Agreement, Contractor shall develop and submit an annual public education plan to promote the
8 programs performed by Contractor under this Agreement.

9 Each public education plan shall specify the following:

- 10 • target audience for services provided
- 11 • upcoming promotions for ongoing and known special events
- 12 • program objectives
- 13 • individual tasks
- 14 • public education materials to be developed or updated
- 15 • opportunities for expanded partnerships
- 16 • timeline for implementation
- 17 • itemized description of how Contractor's annual public education budget (described in
18 Section 3 of this Exhibit C) will be spent

19 The City Contract Manager shall be permitted to provide input on each annual public education
20 plan, and the plan shall not be finalized or implemented without approval of the City Contract
21 Manager. The City may provide content for public education and outreach materials, including,
22 but not limited to, information regarding Edible Food recovery. Each plan's implementation
23 success shall be measured according to the deadlines identified and products developed.
24 Contractor shall meet with the City Contract Manager to present and discuss the plan, review the
25 prior year's activities (including sponsorships and services provided to City-sponsored events) and
26 determine whether community activities and the provision of services to the City reflect the needs
27 of City staff and the City Council. City Contract Manager shall be allowed up to thirty (30) calendar
28 days after receipt to review and request modifications. The City Contract Manager may request,
29 and Contractor shall not unreasonably deny, modifications to be completed prior to approving
30 the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to
31 any requested changes by the City Contract Manager. Any further delays may result in Liquidated
32 Damages for failure to perform education and outreach activities as identified in Exhibit F. Each
33 Business Day that the plan is late shall count as a single event/activity.

34 B. Upon request from the City Contract Manager, City Contract Manager and Contractor's Contract
35 Manager shall meet up to one (1) time per month to discuss services, outreach, and educational

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

campaigns and request changes or adaptations to the annual public education plan.

C. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services. This shall entail, at a minimum, distributing program literature to all Customers at the Commencement of the Agreement as well as to any new Customer during the Agreement Term. Contractor shall use multiple media sources including print, radio, television, electronic/social media, and events to highlight new program offerings. Ongoing sector-specific collateral materials shall be developed and distributed. Contractor shall submit all draft public education materials to City Contract Manager for review and approval.

D. When developing outreach, educational and promotional materials, Contractor shall work with the City to understand goals and objectives, ensure coordinated messaging, then begin drafting the content and developing a graphic mock-up. All outreach and educational materials shall be thematically branded with consistent color, font, look and feel; produced in English and Spanish; and photo-oriented to appeal to varied language and literacy levels. Materials shall also be made available in digital form, and shall be printed double-sided on 100% Recycled and Recyclable paper. 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 City for a final review. The draft shall then be sent for printing and distribution.

E. All City facilities shall receive any and all public education and outreach materials and services provided to the Commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall replenish the materials as requested by the City Contract Manager.

F. Contractor shall develop and utilize Non-Collection Notices, Courtesy Notices, and other appropriate enforcement processes in clear instances of Customer non-compliance. Contractor shall develop and maintain a system of keeping records of and following up with Customers who receive Non-Collection Notices and Courtesy Notices during Collection of materials.

G. Contractor shall develop a website specific to its operations in the City, with a section specific to City programs and Customers, that will be used to post educational materials for download, highlight program successes and provide Diversion statistics.

2. Public Education and Outreach Team

To best achieve the highest possible level of public education and awareness, Contractor has proposed to employ one (1) full-time equivalent staff members to coordinate and implement all public education and outreach activities required by this Agreement. The public education and outreach staff shall, at a minimum, perform the following tasks:

A. Work to develop partnerships with and incorporate City program and educational activities into Contractor activities, and vice versa;

B. Prepare proposals and presentations to City entities;

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

- 73 C. Participate and represent Contractor in community activities;
- 74 D. Oversee Customer satisfaction of all program services, as described in Exhibit B to the Agreement;
- 75 E. Coordinate and produce the annual education and outreach plan required by Section 1 of this
76 Exhibit C to the Agreement;
- 77 F. Coordinate implementation of the annual public education plan;
- 78 G. Perform annual technical assistance visits to identify the service needs of every Customer, other
79 than Residential Customers, by conducting "Diversion opportunity assessments" of Customer
80 locations and facilities;
- 81 H. Manage follow-up Diversion opportunity assessments for businesses to conduct a more
82 comprehensive investigation and educational process after the initial review;
- 83 I. Provide all Customers with appropriate educational information necessary to make informed,
84 environmentally-forward decisions relative to waste reduction, reuse, and Diversion activities.
- 85 J. Maximize the opportunity for initial and sustained program success by seeking to identify a
86 "champion" (ideally a senior manager) at each Commercial and Commercial Multi-Family
87 Customer who will serve as a primary contact and advocate for Diversion programs within the
88 Customer's organization;
- 89 K. Assist in planning service needs for special events and large venues with a focus on reducing the
90 Disposal of materials resulting from such events or venues; and,
- 91 L. Create and distribute reports as required under this Agreement and/or requested by Agency
92 Contract Manager.

93 **3. Annual Budget**

94 In addition to staffing expenses, Contractor shall spend, for the public education and outreach services
95 described in this Exhibit C, no less than two hundred thousand dollars (\$200,000) in Rate Period One. The
96 Rate Period One budget shall be adjusted annually thereafter by the same percentage used to adjust Rates
97 pursuant to Article 8. Annually, Contractor shall provide to the City Contract Manager for review and
98 approval a detailed description of how such budget will be spent as part of the annual public education
99 plan to be developed in accordance with Section 1 of this Exhibit C. At the conclusion of each Rate Period,
100 any unused funds shall be transferred to the City. Contractor shall be prohibited from expending such
101 funds without the prior written approval of the City Contract Manager, which may include the approval
102 of the annual public education and outreach plan describing that activity. Any expenditures not approved
103 by the City in advance shall neither be counted in Contractor's annual public education and outreach
104 budget, nor be recovered through Rates.

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

4. Sector-Specific Activities

The following tables present the public education and outreach activities to be performed by Contractor each Rate Period as minimum requirements under this Agreement for the Annual Public Education and Outreach Plan prepared by Contractor. Each Customer Type faces unique Discarded Materials management opportunities and challenges; therefore, Contractor shall develop targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type.

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EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

5. Glossary of Components – Public Outreach Plan

All printed materials also to be posted to the Company's website. The following general public education and outreach materials shall each be produced for the benefit of all Customer Types that receive Collection service from the Contractor.

| City of Stockton Expanded Waste and Recycling Collection Program Glossary of Components – Public Outreach Plan November 5, 2019 | | | | | |
|---|------------------------------|---|--|---|--|
| Customer Type | Component | Purpose | Minimum Frequency | Distribution Strategy | Notes |
| Residential Commercial | Starter Kit | To provide all customers with information regarding available recycling and solid waste services. Starter Kit "doubles" as an informational piece for placement at City Hall, City locations (libraries, etc.) and for hauler customer service center distribution as needed. | All customers at the commencement of new franchise agreement. | Direct mail | |
| Residential Commercial | Starter Kit | To provide all customers with information regarding available recycling and solid waste services. Starter Kit "doubles" as an informational piece for placement at City Hall, City locations (libraries, etc.) and for hauler customer service center distribution as needed. | 1 | Direct Mail upon account activation | |
| Residential Commercial | Utility Bill Inserts | To be inserted in utility bills to inform customers of specific events or educational needs. | Residential bill inserts - quarterly Total (4) Commercial bill inserts - every two months Total (6) | Franchisee-provided Utility Bill | Residential bill inserts will begin upon commencement of franchisee-provided billing services. |
| Residential | Newsletter | Provide quarterly communication with customers focusing on source reduction, explaining new laws and requirements and program information as needed. | 4 | Direct Mail Utility Bill Website | |
| Residential Commercial | Customer Service Information | To provide all customers with information regarding number to call about services, hours of operation, etc. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Cart Usage Guidelines | To educate customers on program attributes. | 2 | To be mutually agreed upon between the City and service providers | |

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

| City of Stockton Expanded Waste and Recycling Collection Program Glossary of Components - Public Outreach Plan November 5, 2019 | | | | | |
|---|--|---|-------------------|---|-------|
| Customer Type | Component | Purpose | Minimum Frequency | Distribution Strategy | Notes |
| Residential Commercial | Recycling Guidelines | To educate customers on program attributes. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Organics Guidelines | To educate customers on program attributes. | 2 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Overages | To educate customers on on prevention strategies, enforcement activities and applicable service fees. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Litter Abatement | To educate customers on prevention strategies | 4 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Contamination of Recyclable and Organic Materials Guidelines | To educate customers on on prevention strategies, enforcement activities and applicable service fees. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Excluded Wastes | To educate customers on program attributes. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential | Side Yard Service Notification | To educate customers on program attributes. | 2 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial (Multi-Family Units only) | Clean Sweep By Appointment | To educate customers on program attributes. | 1 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial (Multi-Family Units only) | On-Call Bulky Item Collection | To educate customers on program attributes. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential | Extra Service Stickers | To educate customers on program attributes. | 1 | To be mutually agreed upon between the City and service providers | |
| Residential | Street Sweeping Reminders | To educate customers on program attributes. | 4 | To be mutually agreed upon between the City and service providers | |

EXHIBIT C

PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

| City of Stockton Expanded Waste and Recycling Collection Program Glossary of Components - Public Outreach Plan November 5, 2019 | | | | | |
|---|--------------------------------------|--|-------------------|---|--|
| Customer Type | Component | Purpose | Minimum Frequency | Distribution Strategy | Notes |
| Residential | Seasonal Leaf Collection | To educate customers on program attributes. | 1 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Holiday Schedule Notification | To educate customers on program attributes. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial (Multi-Family Units only) | Christmas Tree Collection | To educate customers on program attributes. | 2 | To be mutually agreed upon between the City and service providers | |
| Residential | Household Hazardous Waste | To educate customers on program attributes. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Notification Cart Tags | To be placed on carts if cart violations occur. | N/A | Placed on carts as needed | |
| Residential Commercial | Press Release | To inform residents and businesses about the City's waste and recycling collection program via the local media. | up to 2 | Local Media | |
| Residential Commercial | Advertisement | To inform residents and businesses about the City's waste and recycling collection program via the local media. | up to 5 | Local Media | |
| Residential | Special Events Notifications | To educate customers on program attributes. | 4 | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Website | To educate customers on program attributes. | N/A | Internet | Both companies will maintain program information on their respective company websites. Additionally, both companies will continue existing participation and funding for the "StocktonRecycles" website. |
| Residential Commercial | Other Educational Material as needed | Additional outreach pieces as needed to inform residential and commercial customers of changes in law. | TBD | To be mutually agreed upon between the City and service providers | |
| Residential Commercial | Public Education Outreach Kit | Components to include items such as posters, brochures, literature cards, easels, and sample carts. To be used for community outreach programs as requested by the City. | N/A | To be mutually agreed upon between the City and service providers | |

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EXHIBIT D: REPORTING REQUIREMENTS

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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. Contractor shall meet with City Contract Manager prior to initiation of Agreement to finalize report submittal formatting requirements. Contractor may be required to assist City as provided in Section 4.2.F and Exhibit N (SB 1383 Requirements). Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Evaluate the financial efficacy of operations.
2. Evaluate past and expected progress towards achieving the Contractor's Diversion goals and objectives.
3. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law.
4. Determine needs for adjustment to programs.
5. Evaluate Customer service and Complaints.
6. Determine Customer compliance with AB 341, AB 1826, AB 2176, SB 1016, SB 1383, and any subsequent State-mandated Recycling requirements.

Except for the monthly SB 1383 compliance report identified below in Exhibit D, Part 3, Contractor shall provided reports on a quarterly and annual basis as provided below.

1. Quarterly Report Content

Quarterly reports shall be presented by Contractor to show the following information for each month in the reported quarter and include a quarterly average. In addition, each quarterly report shall show the past four (4) quarters average for data comparison (the first three (3) quarters of the Agreement shall only include the available quarterly information).

A. Tonnage Report

1. Tonnage delivered to each Approved or Contingent Facility by Customer Type, subtotalling and clearly identifying those Tons that are Diverted and those that are Disposed.
2. E-Waste, U-Waste, Excluded Waste, and Bulky Items Collected by Customer Type.
3. Solid Waste Tonnage Disposed by Approved or Contingent Disposal Facility.
4. Recyclable Materials Tonnage Marketed (by commodity and including average quarterly commodity value for each) and Processing Residue Tonnage Disposed.
5. Bulky Items and Reusable Materials Tonnage Marketed and Tonnage Disposed from non-Divertible materials and Processing Residue.
6. Monthly Diversion rate by Customer Type and in aggregate for all Customer Types under this Agreement, including cumulative quarterly and annual calculations.

EXHIBIT D

REPORTING REQUIREMENTS

B. Revenue Report

Provide a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement as required by Section 7.4.

Provide a 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).

C. Customer Report

1. Number of Customers by Customer Type.
2. Number of Containers at each Service Level by Customer Type and program. Summarizing 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. 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; and, Commercial Customer.
3. List of all Commercial and Multi-Family Customers with a Solid Waste Service Level equating to four (4) cubic yards of service capacity per week or more. Such list shall include each such Customer's service address and subscribed Solid Waste, Recyclable Materials, and Organic Materials Service Levels, and other information as required by Section 5.12 of the Agreement.
4. Number of Bulky Item/Reusable Materials Collection events by Customer Type.
5. Number of Customers subscribing to each City approved service exemption by Customer Type.
6. List of properties that do not receive Recyclables and/or Organics Collection service, whether through exemption or refusal to accept service.

D. City Services Report

1. City facility Diversion rate report (i.e., volume of service by Service Type received by each City 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 City as described in Exhibit B4 focused on when each service was provided and any issues/concerns identified.

E. Customer Service Report

1. Number of Customer calls listed separately by Complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.).
2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City, presented in a graph format.

EXHIBIT D

REPORTING REQUIREMENTS

3. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City, presented in a graph format, which compares total missed Collections in the City during the current report period to total missed Collections in the City 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 or other Contamination, improper set-out, Hazardous Waste, etc.).
6. Number of Courtesy Collections summarized by the reason for leaving a Courtesy Notice (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
7. Upon City request, 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.
8. Number of hits and unique visitors to the Contractor's website.
9. Report describing the status of providing City with "read-only" access to Contractor's information systems, as described in Section 4.10.8.

F. Education and Outreach Report

1. Provide a status report of Contractor's actual activities completed and budget expended compared to the annual public education plan and budget. For each completed item, document the results including what date the activity was performed, how many Customers were targeted or participated, and what methods were used to accomplish the task, if different from the plan.
2. Summarize the Diversion opportunity assessments provided to Customers (reporting Multi-Family separate from other Commercial) by identifying the number of Diversion opportunity assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of Dwelling Units (for Multi-Family), and the Recyclable Materials, Organic Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.
3. Dates, times, and group names of meetings and events attended.

G. 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.

H. SB 1383 Status Report

It is the intent of the City to understand Customer compliance with and utilization of Organics service. As such, Contractor shall provide a status report documenting Customer compliance with Organics service.

EXHIBIT D

REPORTING REQUIREMENTS

Contractor shall include all notices from Processor(s) regarding Contamination (e.g., non-Organic Discarded Material in an Organics Container and/or non-Recyclable Discarded Material in a Recyclable Container) attributed to specific routes or City areas. Contractor shall work with City to determine an appropriate method for capturing such information to be submitted quarterly.

2. Annual Report Content

The annual report shall be the fourth quarterly report, with annual totals, 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. 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. Vehicle Inventory

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, engine overhaul/rebuild date (if applicable), and mileage on December 31 of each year.

C. Recyclables and Organics Markets

Contractor shall provide a report describing its marketing of Recyclable Materials. The marketing report shall include 1) quantities of each Accepted Recyclable Material marketed during the prior year; 2) actual prior year and estimated coming year per unit or per Ton market values for each; and, 3) brokers, markets (domestic, in-State, or foreign), and end uses for each. Contractor may identify items 2) and 3) as "confidential", by clearly noting such in electronic file titles, on each applicable tab of any electronic file, and on each page of any written material. The report shall include a summary of the results, as well as the detailed protocol and assumptions for the annual Recyclable Materials composition analysis conducted as stipulated in Exhibit E Recyclables and Organics Composition Analysis. The report shall also describe any recommended changes to the list of Recyclable Materials commodity indices or other pricing measure as initially defined in Exhibit E. The report shall also address the requirements of Section 4.1.D related to the current market status of any Recyclable Material for which the City authorized removal from the accepted Recyclable Material list, including most recent available market pricing based on the applicable commodity-specific index or other pricing measure as initially defined in Exhibit E or as later modified by mutual agreement of the Parties.

Contractor shall separately report as Disposed, Recyclable Material for which Contractor received temporary approval from the City to Dispose.

EXHIBIT D

REPORTING REQUIREMENTS

D. AB 341 and AB 1826 Compliance

Provide a listing of Commercial Customers subscribing to four (4) or more cubic yards of Solid Waste service per week, as provided in Public Resources Code 42649.81 who do not currently subscribe to Recyclable Materials Collection service from Contractor, and a listing of Commercial Customers who do not currently subscribe to Organic Materials Collection service from Contractor.

E. Street Sweeping

Contractor shall provide street sweeping data related to the provision of services as described in Exhibit K, and in a format to be proposed by the Contractor and approved by the City.

F. Collection Vehicle Painting Schedule

Contractor shall provide a Collection vehicle painting schedule, as described in Section 5.5, that provides the number of vehicles that will be repainted and the months throughout the year for which such Collection vehicles will be repainted.

G. Performance Status Report

Contractor shall discuss the status of its performance improvement over time relating to Customer Participation and Capture Rate as provided in Section 5.12. To the extent actual annual performance is not improving, the status report shall include detailed proposed methods for increasing Participation and increasing the Capture Rate.

3. Monthly SB 1383 Complaint Report

Contractor shall submit a monthly report to the City no later than the fifth Work Day of each month documenting the number of Complaints associated with SB 1383 violations, including Customer account information and details of the Complaint.

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EXHIBIT E:
DISCARDED MATERIAL COMPOSITION ANALYSIS
AND RECYCLABLE MATERIAL COMMODITIES

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EXHIBIT E

DISCARDED MATERIALS COMPOSITION ANALYSIS

Exhibit E Discarded Materials Composition Analysis requires the following:

1. Protocol for Discarded Materials Composition Analysis

A. General

All such studies conducted during the Term of this Agreement shall use a methodology consistent with requirements of SB 1383 and shall be applied consistently over time to ensure consistency in interpretation across studies. The methodology is described in Section 18984.5 of the Public Resources Code (as amended by SB 1383).

Contractor shall ensure Approved or Contingent Processing Facilities operators conduct load testing and provide regular reporting of Contamination to City, consistent with the content and format of reporting required in Title 14 of the Public Resources Code. The cost of compliance with these provisions is the sole responsibility of the Contractor and/or Approved or Contingent Discarded Materials Processing Facility operators and is not separately recoverable from the City or through the Rates as an allowable cost.

The City shall be notified at least thirty (30) days in advance of the conduct of the baseline study as provided in Section 5.12, as well as for each annual study and Contractor shall invite the City Contract Manager to observe all aspects of the study. The cost of any and all such studies shall be the sole expense of the Contractor and/or Approved or Contingent Recyclable Materials Processing Facility and is not separately recoverable from the City or through the Rates as an allowable cost.

B. Protocol for Recyclable and Organic Materials Composition Studies

Contractor shall conduct Recyclable and Organic Materials composition studies for Prohibited Container Contaminants and for Remnant Organic Materials contained in the contents of Containers in sampled Collection routes in the following manner:

1. Contractor shall conduct Recyclable and Organic Materials composition studies at least twice per year and the studies shall occur in two distinct seasons of the year, with prior City approval.
2. The Recyclable and Organic Materials composition studies shall include samples of the Recyclable Material, and Organic Materials streams.
3. The Recyclable and Organic Materials composition studies shall include samples taken from different areas of the City that, with consultation with City staff are deemed representative of the City,
4. The Recyclable and Organic Materials composition studies shall include at least the following minimum number of samples from all the routes included in the studies:
 - a. For routes with less than 1,500 Generators the study shall include a minimum of 25 samples;
 - b. For routes with 1,500-3,999 Generators the study shall include a minimum of 30 samples;
 - c. For routes with 4,000- 7,000 Generators the study shall include a minimum of 35 samples; and,
 - d. For routes with more than 7,000 Generators the study shall include a minimum of 40

EXHIBIT E

DISCARDED MATERIALS COMPOSITION ANALYSIS

37 samples.

- 38 5. Contractor shall Transport all of the material Collected for sampling to a sorting area at a other
39 location approved in writing by the City's Contract Manager, where the presence of Prohibited
40 Container Contaminants, or Remnant Organic Materials as applicable, for each Container type
41 shall be measured to determine the ratio of Prohibited Container Contaminants, or Remnant
42 Organic Materials as applicable, present in each material stream by weight. To determine the
43 ratio of Prohibited Container Contaminants, or Remnant Organic Materials as applicable, the
44 Contractor shall use the following protocol:

- 45 a. Contractor shall take one sample of at least a 200 pounds from the material Collected
46 from each material stream for sampling (e.g., a 200 pound sample taken from the
47 contents of all of the Organic Materials Containers Collected for sampling).
48 b. The 200 pound sample shall be randomly selected from different areas of the pile of
49 Collected material for that material stream.
50 c. For each 200 pound sample, Contractor shall remove any Prohibited Container
51 Contaminants, or Remnant Organic Materials as applicable, and determine the weight of
52 Prohibited Container Contaminants.
53 d. The Contractor shall determine the ratio of Prohibited Container Contaminants, or
54 Remnant Organic Materials as applicable, in the sample by dividing the total weight of
55 Prohibited Container Contaminants, or Remnant Organic Materials as applicable, by the
56 total weight of the sample.
57 e. All weights shall be recorded in pounds.
58 f. The facility, scales, and weighing process used for the study shall meet the standards of
59 SB 1383 as referenced in Exhibit N.
60

61 C. Protocol for Solid Waste Composition Studies

62 Section 5.12 provides for inclusion of Solid Waste in the initial baseline composition study, and for the
63 City to require up to five (5) additional Solid Waste composition studies during the Term. Solid Waste
64 composition studies shall be conducted using the same protocol as specified above in 1.B for Recyclable
65 and Organic Materials.

66 2. Recyclable Materials Commodity Composition

67 Contractor shall submit with its annual report the following table including the percentages of
68 commodities sold during the prior year by material grade and associated market values. The City may
69 request additional information regarding pricing trends and marketability of any given commodity and
70 Contractor shall provide timely responses to any such request. This information may be used by City
71 and/or Contractor in assessing the commercial viability of markets as described in Section 4.1.D.

EXHIBIT E

DISCARDED MATERIALS COMPOSITION ANALYSIS

Contractor : _____
 Approved Facility (Name/Location): _____
 Contingent Facility (Name/Location): _____
 Calendar Year: _____

Input data in shaded areas only.

① Annual Tons sold in previous calendar year

② Composition Percentages of Recyclable Materials as determined by most recent Discarded Materials Composition Analysis, described in Exhibit E

③ Tons per Material Type calculated from Annual Tons (1) and Composition Percentages (2)

| | |
|---|------|
| Annual Tons (previous calendar year) | 1000 |
|---|------|

| Materials | Composition Percentages | Tons per Material Type |
|--|-------------------------|------------------------|
| OCC (Cardboard) | | 0.00 |
| Mixed Paper | | 0.00 |
| SRNP (includes ONP) | | 0.00 |
| Corrugated Containers | | 0.00 |
| Sorted Office Paper | | 0.00 |
| Aseptic Cartons | | 0.00 |
| Non-UBC Aluminum | | 0.00 |
| Steel Cans | | 0.00 |
| Bi-Metal | | 0.00 |
| Tin Cans | | 0.00 |
| *EXAMPLE UBC Aluminum (beverage) | 5.0% | 50.00 |
| Flint Glass | | 0.00 |
| Amber Glass | | 0.00 |
| Green Glass | | 0.00 |
| 3-Mix Glass | | 0.00 |
| PET #1 Curbside | | 0.00 |
| HDPE #2 Natural | | 0.00 |
| HDPE #2 Colored | | 0.00 |
| Commingled #1 - #7 plastic | | 0.00 |
| Commingled #2 - #7 plastic | | 0.00 |
| #3 - #7 plastic (other plastics) | | 0.00 |
| PET (Baled) | | 0.00 |
| Film, Grade A | | 0.00 |
| Film, Grade B | | 0.00 |
| Film, Grade C | | 0.00 |
| Mixed rigid plastics | | 0.00 |
| LDPE Film (Low Density Plastic) | | 0.00 |
| Other metal | | 0.00 |
| Residual (Net of Above Items) | | 0.00 |
| CRV Curbside Supplemental Payments | | |
| | 5% | 50 |

*Example inputs, noted in red, are provided for reference only; please delete contents and input relevant data for submittal

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**EXHIBIT F:
PERFORMANCE STANDARDS AND LIQUIDATED
DAMAGES**

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EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

City wishes to establish standards of performance under the Agreement in each of the five (5) "Performance Areas" listed below. The City Contract Manager may monitor Contractor's performance in each of those areas based on the "Specific Performance Measures" within that performance area. In the event that the City Contract Manager determines that Contractor has failed to meet the performance standard established for any "Specific Performance Measure," the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level. Claims for Liquidated Damages must be made within 60 days of the City becoming aware of the underlying event.

1. Performance Area: Provision of Three-Stream Service

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|---|--|------------------------------|--------------------------|
| 1. | Failure to Offer Recyclable Material and Organic Material Collection Services to each and every Customer after 1/1/2022 | Each Customer for whom Contractor fails to offer both Recyclable Materials and Organic Materials Collection services after 1/1/2022, except as otherwise provided in subsections (A) through (E) of this Section 1 of Exhibit F. | No acceptable failure level | \$100/Customer/Month |

The City shall not assess Liquidated Damages Item 1, above, under the following circumstances:

- A. City has exempted the Customer from Service as provided in Section 1.2 of the Agreement;
- B. Contractor documents to the City that the Customer is receiving Recyclable Material and/or Organic Material Collection services from a third party as provided in Section 1.2 of the Agreement;
- C. Contractor notifies the City that the Customer is Diverting all Organic and/or Recyclable Materials (that are accepted for Collection by Contractor) through self-hauling (including by a landscaping service) or by using another City-approved method, as provided in Section 1.2 of the Agreement;
- D. Contractor notifies the City that Contractor has attempted to provide Recyclable Material and/or Organic Material Collection services to the Customer and that the Customer refuses to subscribe to such service; or,
- E. Contractor documents that Customer is sharing Recyclable Materials and/or Organic Materials Collection services with another Customer in a manner approved by the City.

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

24 **2. Performance Area: Service Quality and Reliability**

| Item | Specific Measure | Performance Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|---------------------------------------|---|---|---|
| 1. | Missed Collections | Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly and timely placed said Container for Collection, unless Contractor leaves a Non-Collection Notice specifying the reasons for non-Collection and available remedies. | Less than ten (10) per one thousand (1,000) Service Opportunities | \$100/Event |
| 2. | Failure to Correct Missed Collections | Each "Missed Collection," as defined above, not Collected by the end of the Working Day on the day of receipt of the Customer Complaint about the Missed Collection if the Container was properly and timely placed for Collection and the Complaint is received by 12:00 p.m. on a Working Day; if Complaint from Customer about Missed Collection is received after 12:00 p.m. on a Day and the Missed Collection is not corrected by the end of the following Working Day. | Less than one (1) per one hundred (100) Missed Collections | \$100/Event; each additional 24-hours Working Day period: \$50.00 |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Item | Specific Measure | Performance Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|---|--|--|---|
| 3. | Failure to Clean-Up Spillage | Each failure by Contractor to clean up: (1) any items or materials spilled by Contractor during the Collection of a Container not the result of overage; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location. | Less than five (5) per one thousand (1,000) Service Opportunities | Item #1: \$100/Event Item #2 \$300/Event |
| 4. | Damage to Property | Each event of damage to either public or private property as a result of negligent Collection activity, including without limitation Curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables. | No acceptable failure level | Actual cost of repair to condition property was in before damage plus \$200/Event/Location |
| 5. | Damage to Public Streets | Each event of damage to Public Streets within the City caused by Contractor's negligence. | No acceptable failure level | Actual cost of repair to condition street was in before damage plus \$200/Event/Location. |
| 6. | Failure to Maintain Equipment | Each event of failure to maintain equipment, vehicles, Carts, Bins and other Containers in a clean, safe, and sanitary manner. | No acceptable failure level, subject to notice by City with 5 days to cure | \$100/Item/Day |
| 7. | Failure to Provide/ Utilize Required Vehicles/Equipment | Failure to provide and utilize required vehicles, as specified in this Agreement. | No acceptable failure level, except that backup vehicles may be used temporarily | \$100/Item/Day |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Item | Specific Measure | Performance Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|--|--|---|--------------------------|
| 8. | Unlicensed Vehicle Operator | Failure to have a vehicle operator properly licensed, excluding temporary, unknown issue to Contractor. | No acceptable failure level | \$500/Operator/Day |
| 9. | Failure to Display Contractor's Name | Failure to display and maintain visibility of Contractor's name and customer service phone number on Collection vehicles, and Bins after receiving notice of the issue and not curing within 7 days. | No acceptable failure level | \$100/Instance |
| 10. | Failure to Wear Uniform | Failure to have Contractor personnel in proper uniform. | No acceptable failure level | \$100/Person/Day |
| 11. | Discourteous Behavior | For each occurrence of uncustomary discourteous behavior of Contractor's employees to a Customer. | Less than five (5) per one thousand (1,000) Service Opportunities | \$300/Event |
| 12. | Failure to Meet Vehicle Noise Requirements | Failure to meet vehicle noise requirements after receiving notice of this issue and not curing within 15 days. | No acceptable failure level | \$100/Event |
| 13. | Inaccurate Billing | Each Complaint received where the Contractor billed a Customer in error and failed to correct the billing error within two weeks of notification. Inaccurate billing may include either over- or under-charging of the Customer relative to the authorized Rates for services. | Less than five (5) per one thousand (1,000) bills issued. | \$100/Event |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Item | Specific Measure | Performance Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|--------------------------------------|--|---|--|
| 14. | Failure to Complete Route | Failure or neglect to complete each route on the regular scheduled Collection service Working Day. | Up to 5% of any Single-Family Residential Route; Up to 10 % of other Routes | \$1,000/Route |
| 15. | Changing Service Day | Changing SFD Residential customer service days on a given route without proper notification to the City Contract Manager. | No acceptable failure level | \$500/Customer/Day, not to Exceed \$10,000 per Event |
| 16. | Overweight Vehicles | Loading Collection vehicles in excess of State or local weight restrictions. | 500 pounds | \$150/Event |
| 17. | Untarped Roll-off Loads | Failure to properly cover roll-off Containers while in transit within the City. | No acceptable failure level | \$500/Event |
| 18. | Failure to Cure in Timely manner | Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in Section 10.2. | No acceptable failure level | \$150/Incident/Day |
| 19. | Failure to Perform Other Requirement | Each failure to perform any obligation of the Agreement not specifically stated in this Exhibit F, and in the manner and time set forth in Section 10.2. | No acceptable failure level | \$200/Event |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

25 **3. Performance Area: Customer Service**

| Item | Specific Measure | Performance Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|-------------------------------|--|--|--------------------------|
| 1. | Failure to Commence Service | Any failure by Contractor to deliver a Container and begin providing Collection to a new Customer, at the level of service requested by said Customer, within seven (7) calendar days of receiving such request. | One (1) per one hundred (100) Service Requests | \$100/Event/Day |
| 2. | Failure to Exchange Container | Any failure by Contractor to exchange Container within seven (7) calendar Days of notification that a change in the size or number of Carts or Bins is required. | One (1) per one hundred (100) Service Requests | \$100/Container/Day |
| 3. | Failure to Replace Container | Any failure by Contractor to replace a damaged or defaced Container within the timeline required in Section 5.6. | One (1) per one hundred (100) Service Requests | \$100/Container/Day |
| 4. | Failure to Resolve Complaint | Any failure or neglect by Contractor to reasonably resolve each Complaint within the time set forth in Section 10.2 of this Agreement. | One (1) per one hundred (100) Service Requests | \$100/Event/Day |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Item | Specific Measure | Performance Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|---------------------------------------|---|---|---|
| 5. | Failure to Answer Phones | Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is not considered to be answered if the Customer does not speak with a live operator. (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.) | Less than five (5) per one thousand (1,000) Calls Received Under this Agreement | \$200/Event |
| 6. | Failure to Maintain Office Hours | Failure to maintain office hours as required by this Agreement. | No acceptable failure level | \$100/Event |
| 7. | Provision of Inaccurate information | Each event of a Customer Service Representative providing inaccurate information in response to a Customer question or Complaint. | No acceptable failure level | \$50/Event |
| 8. | Unauthorized Hours of Operation | Each occurrence of Contractor Collecting from Customers during unauthorized hours (unless Collection vehicles have to run later due to mechanical or labor issues). | Less than two (2) per one thousand (1,000) Service Opportunities | \$250/Event |
| 9. | Failure to Conduct Sampling | Failure to conduct Characterization as required by Exhibit E of this Agreement. | No acceptable failure level | \$5,000/Event |
| 10. | Continued Failure to Conduct Sampling | Failure to conduct Characterization as required by Exhibit E of this Agreement after imposition of a notice of Liquidated Damages in Item #9 above. | No acceptable failure level | \$500/Day beginning ten (10) days from the date of the related notice of Liquidated Damages in Item #9 above. |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

26 **4. Performance Area: Diversion**

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|--|---|-------------------------------|---|
| 1. | Failure to Achieve Performance Improvement | Failure to meet the minimum Performance Improvement criteria as provided in 5.12 Requirements. (Calculated per Calendar Year.) | Achieving 2 of the 3 criteria | Achieving only 1 of 3 criteria = \$10,000.00 per calendar year. Achieving 0 of 3 criteria = \$25,000.00 per calendar year. |
| 2. | Failure to Perform Education and Outreach Activities | Each individual failure by Contractor to develop, produce, and distribute public education material or perform community outreach activities in the form and manner required under Exhibit C to this Agreement. | No acceptable failure level | \$500/Month |
| 3. | Failure to Provide Targeted Technical Assistance | Each individual failure to provide targeted technical assistance to a Commercial or Multi-Family Customer in the manner required under Exhibit C to this Agreement. | No acceptable failure level | \$50/Customer |

27 **5. Performance Area: Facilities**

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|-----------------------------------|--|------------------------------|--------------------------|
| 1. | Delivery to Non-Approved Facility | Each individual occurrence of delivering materials to a facility other than the Approved or Contingent Facility designated for each material type under Section 4 of this Agreement. | No acceptable failure level | \$2,500/load |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|--|--|------------------------------|--------------------------|
| 2. | Disposal of Targeted Diversion Materials | Each individual occurrence of delivering Recyclable Materials or Organic Materials set out for Collection by the Customer for Disposal rather than Processing. This does not apply to Contaminated loads or loads that should not be processed using commercially reasonable standard. | No acceptable failure level | \$1,000/Load |
| 3. | Mixing Materials During Collection | Each individual Container that is Collected by Contractor in a vehicle intended or designated for the purpose of Collecting a different material type (e.g., Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in Organic Materials vehicle, etc.) This does not apply to Contaminated loads. | No acceptable failure level | \$1,000/Container |
| 4. | Failure to Provide Adequate Capacity | Failure to provide adequate primary and alternate capacity to accept and Process Recyclable Materials, or Organic Materials. | No acceptable failure level | \$1,000/Day |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

28 6. Performance Area: Reporting

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|--|--|---|---|
| 1. | Late Report | Each occurrence of a Report, as required under Exhibit D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format. Non-consequential errors are excluded. Liquidated damages shall not be assessed if Contractor self-reports any errors or omissions in prior submittals. | No acceptable failure level | \$250/Report/Day Maximum 30 days of charges will be accumulated unless City notifies Contractor of Late Report. Upon City's notification, Contractor shall have 5 Business Day to submit Report without accumulating additional charges. |
| 2. | Failure to Maintain or Provide Access to Records | Each occurrence of City Contract Manager requesting information required to be maintained by Contractor where Contractor fails to provide such information. | Less than seven (7) calendar days after report due date | \$500/Event |
| 3. | Failure to Correct Submittal of Inaccurate Data in a Timely Manner | Failure to correct submittal of inaccurate data within three (3) Business Days of Notice from the City (or such other time period as may be agreed to in writing between City and Contractor) of notification by City. | No acceptable failure level | \$500/Day |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

29 **7. Performance Area: Street Sweeping**

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|--|--|------------------------------|--|
| 1. | Failure to Respond Promptly to Provide Emergency Sweeping Services | Each instance for which Contractor does not arrive at the requested emergency sweeping services location within two (2) hours of the initial request from the City, or if the City is unable to contact the Contractor using the Contractor's emergency contact information. | No acceptable failure level | \$1,000/Event |
| 2. | Failure to Correct Missed or Inadequate Sweeping | Each instance for which a street or parking lot was not swept to the satisfaction of the Customer or the City on the scheduled day, that was not corrected within twenty-four (24) hours following the receipt of Notification by the City of the Complaint. | No acceptable failure level | \$250/Event/Street or Parking Lot |
| 3. | Failure to Clean-Up Spillage | Each failure by Contractor to clean up: (1) any items or materials spilled during sweeping; or, (2) any fluids spilled or leaked from a street sweeping vehicle. | No acceptable failure level | Item 1: \$100/Event Item 2: \$300/Event |
| 4. | Damage to Property | Each event of damage to either public or private property as a result of sweeping activity, including without limitation Curbs, sidewalks, landscapes, signs, light fixtures, and overhead wires and cables. | No acceptable failure level | Actual cost of repair to condition property was in before damage plus \$200/Event/Location |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|---|--|---|---|
| 5. | Damage to Public Streets | Each event of damage to Public Streets within the City caused by Contractor. | No acceptable failure level | Actual cost of repair to condition property was in before damage plus \$200/Event |
| 6. | Failure to Maintain Vehicles | Each event of failure to maintain vehicles in a clean, safe, and sanitary manner. | No acceptable failure level | \$100/Item/Day |
| 7. | Failure to Provide/ Utilize Required Vehicles/Equipment | Failure to provide and utilize required vehicles, and communications equipment as specified in this Agreement. | No acceptable failure level except that backup vehicles and equipment may be temporarily used | \$100/Item/Day |
| 8. | Unlicensed Vehicle Operator | Failure to have a vehicle operator properly licensed, excluding temporary, unknown issue to Contractor. | No acceptable failure level | \$500/Operator/Day |
| 9. | Failure to Provide the Minimum number of Operators. | Failure to Provide the Minimum number of operators as specified in Exhibit K. | No acceptable failure level | \$500/Operator/Day |
| 10. | Failure to Display Contractor's Name | Failure to display and maintain visibility of Contractor's name and customer service phone number on Collection vehicles after receiving notice of the issue and not curing within 7 days. | No acceptable failure level | \$100/Instance/Day |
| 11. | Failure to Wear Uniform | Failure to have Contractor personnel in proper uniform. | No acceptable failure level | \$100/Person/Day |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|---|---|------------------------------|--------------------------|
| 12. | Discourteous Behavior | For each occurrence of uncourteous behavior of Contractor's employees to a Customer. | No acceptable failure level | \$250/Event |
| 13. | Failure to Meet Vehicle Noise Requirements | Failure to meet vehicle noise requirements after receiving notice of this issue and not curing within 15 days. | No acceptable failure level | \$100/Event |
| 14. | Failure to Complete Sweep Day | Failure or neglect to sweep at least ninety percent (90%) of the Curb Miles on the regular scheduled street sweeping day. | No acceptable failure level | \$1,000/Day/Event |
| 15. | Changing Routes | Changing routes without proper notification to the City Contract Manager. | No acceptable failure level | \$500/Route/Day |
| 16. | Failure to Utilize or Provide City Access to Required GPS System. | Failure to utilize the required GPS system to track all street sweepers operating in the City and/or failure to provide the City with on-line real-time access to the GPS system. | No acceptable failure level | \$50/Day |
| 17. | Failure to Cure in Timely manner | Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in Section 10.2. | No acceptable failure level | \$150/Incident/Day |
| 18. | Failure to Perform Other Requirement | Each failure to perform any obligation of the Agreement not specifically stated in this Exhibit F, and in the manner and time set forth in Section 10.2. | No acceptable failure level | \$200/Event |

EXHIBIT F

PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

| Item | Specific Performance Measure | Definition | Acceptable Performance Level | Liquidated Damage Amount |
|------|---|---|------------------------------|--------------------------|
| 19. | Failure to Provide Street Sweeping Following Special Events and/or Community Cleanups | Failure to provide Collection and street sweeping services at Special Events pursuant to Section 4.5 and Exhibit B5; and at Neighborhood Cleanups and Community Cleanups pursuant to Exhibit B. | | \$1,000/Event |
| 20. | Failure to Maintain Street Sweeping Schedule | Conducting street sweeping and Collection of Collection Materials on the same streets or portions of streets on the same day: | | \$500/Incident/Day |
| 21. | Failure to Provide Quality Street Sweeping Services at the required frequency. | Each failure to provide quality street sweeping services at the required frequency as referenced in Exhibit K. | | \$500/Incident/Day |
| 22. | Failure to Perform Compliance Activities | Each failure to perform compliance activities as referenced in Exhibit K. | | \$200/Day |

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EXHIBIT G:
CONTRACTOR'S SUBMITTAL

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**EXHIBIT G1:
RESERVED**

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EXHIBIT G2:
COST BASIS FOR SUBMITTAL

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EXHIBIT G2

COST BASIS FOR SUBMITTAL

| General Proposer Information | | Form 1 | City of Stockton Base Services |
|--|---|---|--------------------------------|
| Proposer Name: REPUBLIC SERVICES | | Note to proposer: Input data in yellow shaded areas only. | |
| A. Primary Contact Information | | | |
| 1. Name | Kevin Basio | | |
| 2. Title | General Manager | | |
| 3. Phone | 209-547-7520 | | |
| 4. Fax | | | |
| 5. E-mail | K.Basio@republicservices.com | | |
| B. Support Facilities | | | |
| 1. Address of collection vehicle parking, maintenance, washing, and waste staff parking facilities | 1145 West Charter Way, Stockton, CA 95206 | | |
| 2. Address of administrative office | 1145 West Charter Way, Stockton, CA 95206 | | |
| 3. Address of billing office | 1145 West Charter Way, Stockton, CA 95206 | | |
| 4. Address of customer service office | 1145 West Charter Way, Stockton, CA 95206 | | |
| C. Vehicle Manufacturer and Specifications (Body Capacity, GVWR, Load Capacity) | | | |
| 1. Residential Collection Vehicles | | | |
| 2. Commercial Collection Vehicles | | | |
| 3. Drop Box Vehicles | | | |
| D. Container Manufacturer, Sizes Offered, and Specifications | | | |
| 1. Cans | | | |
| 2. Bins | | | |
| 3. Drop Boxes | | | |
| E. Recyclable Materials Processing and Handling | | | |
| 1. Name of processing site | Stockton Recycling, INC | | |
| 2. Owner's name | Stockton Recycling, INC | | |
| 3. Operator's name | | | |
| 4. Address of processing site | 1233 Waterloo Rd, Stockton, CA 95205 | | |
| 5. Hauling method (e.g. direct haul, transfer haul, Pod haul) | Direct Haul | | |
| 6. Name and address of transfer location (if applicable) | NA | | |
| 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. Commercial Organics Processing and Handling | | | |
| 1. Name of processing site | Forward Landfill | | |
| 2. Owner's name | Republic Services | | |
| 3. Operator's name | Republic Services | | |
| 4. Address of processing site | 9999 S Austin Rd, Manteca, CA 95136 | | |
| 5. Hauling method (e.g. direct haul, transfer haul, Pod haul) | Direct Haul | | |
| 6. Name and address of transfer location (if applicable) | NA | | |
| H. Street Sweeping | | | |
| 1. Vehicle Parking Location | | | |
| 2. Owner's name | | | |
| 3. Operator's name | | | |
| 4. Address | | | |
| I. Other Processing and 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) | | | |

* Insert Rows as Needed to Reflect Additional Facility and/or Subcontractor Information.

EXHIBIT G2 COST BASIS FOR SUBMITTAL

Operating Statistics
Proposer Name: REPUBLIC SERVICES

Form 2

City of Stockton Basic Services

Notes to proposer: Input data in yellow shaded areas only.

| REPORT FOR 12-MONTH PERIOD | | | | | | | | | |
|---|------------------------------------|----------------------|-------------------|---|----------------------|-------------------|-------------------------|------------------------|--------|
| Annual Summary 1/2018 to December 31, 2019 | | | | | | | | | |
| Account Information # of weekly service locations | Residential Cart Service (Form 6A) | | | Municipal & Commercial Cart Service (Form 6B) | | | Other Service (Form 6C) | | |
| | Solid Waste | Recyclable Materials | Organic Materials | Solid Waste | Recyclable Materials | Organic Materials | Debris Box Service | Public (Per Container) | Other |
| 1. Account Information | 35,415 | 35,415 | 35,415 | 344 | 344 | 344 | 40 | 1 | 1,750 |
| 2. Labor Information | | | | | | | | | |
| 3. # of regular route personnel | 7.1 | 6.8 | 7.1 | 0.1 | 0.5 | 1.8 | 4.0 | 2.0 | 1.2 |
| 4. Labor Hours (per route per week) | 10.2 | 10.0 | 10.2 | 4.6 | 2.2 | 10.6 | 9.0 | 1.6 | 11.6 |
| 5. Total Labor Hours (per week) | 18,129 | 17,680 | 19,183 | 127 | 223 | 4,963 | 3,600 | 3,066 | 91,232 |
| 6. Route Information | | | | | | | | | |
| 7. # of routes per | | | | | | | | | |
| 8. Weekday | 5.9 | 5.5 | 5.9 | 0.35 | 0.45 | 1.80 | 4.00 | 5.00 | 1.20 |
| 9. Saturday | | | | | | | | | |
| 10. Sunday | | | | | | | | | |
| 11. # of personnel per route per | | | | | | | | | |
| 12. Weekday | 1.2 | 1.2 | 1.2 | 1.0 | 1.0 | 1.0 | 1.0 | 2.0 | 1.0 |
| 13. Saturday | | | | | | | | | |
| 14. Sunday | | | | | | | | | |
| 15. # of route hours (per route per | | | | | | | | | |
| 16. Weekday | 10.1 | 9.9 | 10.4 | 4.7 | 2.7 | 10.5 | 9.7 | 4.0 | 11.6 |
| 17. Saturday | | | | | | | | | |
| 18. Sunday | | | | | | | | | |
| 19. # of route hours per year per | | | | | | | | | |
| 20. Weekday | 15,408 | 14,000 | 15,612 | 123 | 328 | 5,455 | 10,540 | 1,040 | 3,809 |
| 21. Saturday | | | | | | | | | |
| 22. Sunday | | | | | | | | | |
| 23. Total route hours per year (all routes) | 15,408 | 14,000 | 15,612 | 123 | 328 | 5,455 | 10,540 | 1,040 | 3,809 |
| 24. # of 17.5 routes | 5.33 | 5.42 | 5.80 | 0.06 | 0.35 | 2.49 | 4.38 | 0.50 | 1.33 |
| 25. Total # of cart containers per day for all routes | 7,083 | 6,549 | 6,649 | 39 | 118 | 270 | 428 | 50 | 129 |
| 26. # of cart containers (per week) for all routes | 1,184 | 1,075 | 1,077 | 656 | 248 | 398 | 698 | 70 | 175 |
| 27. # of cart containers per week for all routes | 25,415 | 23,247 | 23,247 | 144 | 560 | 1,348 | 2,348 | 240 | 605 |
| 28. # of cart containers (per year) for all routes | 25,415 | 23,247 | 23,247 | 144 | 560 | 1,348 | 2,348 | 240 | 605 |
| 29. # of 17.5 routes (per year) | 100% | 94% | 94% | 100% | 100% | 100% | 100% | 100% | 100% |
| 30. # of 17.5 routes (per year) for all routes | 11.8 | 11.0 | 11.6 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 |
| 31. # of 17.5 routes (per year) for all routes | 1.3 | 1.3 | 1.3 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 |
| 32. # of 17.5 routes (per year) for all routes | 13.1 | 12.3 | 12.6 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 |
| 33. Total # of collection vehicles | 23,042 | 10,005 | 23,336 | 126 | 1,214 | 2,285 | 18,367 | 4,064 | 909 |
| 34. Solid waste collected | | | | | | | | | |
| 35. Recyclable Materials collected | | | | | | | | | |
| 36. Organic Materials collected | | | | | | | | | |
| 37. Recyclable Materials collected | | | | | | | | | |
| 38. Organic Materials collected | | | | | | | | | |
| 39. Other Materials collected (Form 7) | | | | | | | | | |
| 40. Total collected | 23,042 | 10,005 | 23,336 | 126 | 1,214 | 2,285 | 18,367 | 4,064 | 909 |
| 41. Processing vehicle disposed | 3,242 | 1,817 | 3,817 | 367 | 367 | 367 | 367 | 367 | 367 |
| 42. Total disposed (Form 8) = 33 + 34 + 35 + 36 | 2,564 | 2,162 | 2,162 | 457 | 457 | 457 | 457 | 457 | 457 |
| 43. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 44. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 45. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 46. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 47. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 48. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 49. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 50. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 51. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 52. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 53. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 54. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 55. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 56. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 57. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 58. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 59. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 60. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 61. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 62. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 63. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 64. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 65. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 66. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 67. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 68. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 69. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 70. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 71. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 72. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 73. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 74. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 75. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 76. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 77. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 78. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 79. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 80. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 81. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 82. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 83. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 84. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 85. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 86. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 87. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 88. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 89. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 90. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 91. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 92. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 93. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 94. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 95. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 96. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 97. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 98. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 99. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |
| 100. Total disposed (Form 8) = 33 + 34 + 35 + 36 | | | | | | | | | |

EXHIBIT G2

COST BASIS FOR SUBMITTAL

Form 3

Proposed Labor Requirements
Proposer Name: REPUBLIC SERVICES

City of Stockton Base Services

Note to proposer: Input data in yellow shaded areas only.

| Route Personnel Headcount (Include fraction of employee) | # of Regular Personnel | # of Casual/Pool | Total | Average Hourly Rate | Benefits Cost/Year/Hour |
|--|------------------------|------------------|-------------|---------------------|-------------------------|
| Residential Cart Solid Waste | 7.1 | 1.0 | 8.1 | \$34.65 | \$19.78 |
| Residential Cart Recyclable Materials | 6.8 | 1.0 | 7.8 | \$34.65 | \$19.78 |
| Residential Cart Organic Materials | 7.1 | 1.0 | 8.1 | \$34.65 | \$19.78 |
| MF & Commercial Cart Solid Waste | 0.1 | 0.0 | 0.1 | \$34.65 | \$19.78 |
| MF & Commercial Cart Recyclable Materials | 0.5 | 0.2 | 0.7 | \$34.65 | \$19.78 |
| MF & Commercial Cart Organic Materials | 1.8 | 0.2 | 2.0 | \$34.65 | \$19.78 |
| MF & Commercial Bin Solid Waste | 5.1 | 0.3 | 5.4 | \$34.65 | \$19.78 |
| MF & Commercial Bin Recyclable Materials | 1.8 | 0.2 | 2.0 | \$34.65 | \$19.78 |
| MF & Commercial Bin Organic Bin Materials | 0.2 | 0.2 | 0.4 | \$34.65 | \$19.78 |
| Drop Box Service | 4.0 | 0.3 | 4.3 | \$34.65 | \$19.78 |
| Street Sweeping | 0.0 | 0.0 | 0.0 | | |
| Public Litter Containers | 2.0 | 0.0 | 2.0 | | |
| Bulky Item Service | 1.2 | 0.2 | 1.4 | \$34.65 | \$19.78 |
| Subtotal Route Personnel | 37.7 | 4.6 | 42.3 | | |

| Other Personnel Headcount (Include fraction of employee) | Notes | # of Employees | Average Hourly Rate | Benefits Cost/Year/Hour |
|--|-------|----------------------------|---------------------|-------------------------|
| Executive Management (CEO, CFO, COO, etc.) | | | | |
| General Manager | | 0.5 | \$132.80 | \$47.81 |
| Operations Manager | | 1.0 | \$58.85 | \$21.18 |
| Route Supervisor | | 1.0 | \$39.66 | \$14.18 |
| Dispatcher | | 1.0 | \$27.00 | \$9.77 |
| Container Distribution | | 2.0 | \$36.85 | \$21.06 |
| Container Maintenance/Welder | | | | |
| Maintenance Supervisor | | 0.5 | \$38.46 | \$13.85 |
| Maintenance Personnel | | 3.5 | \$40.00 | \$25.00 |
| Controller | | 0.5 | \$79.92 | \$26.61 |
| Staff Accountant | | | | |
| Office Manager | | | | |
| Accounting Clerk | | | | |
| Customer Service Supervisor | | | | |
| Customer Service Representatives | | 4.0 | \$21.50 | \$7.75 |
| Recycling Manager | | 1.0 | \$51.92 | \$18.60 |
| Recycling/Public Education Coordinator | | 3.0 | \$25.26 | \$9.09 |
| Additional Staff required for Monthly Billing by Company (Specify) | | 2.0 | \$21.50 | \$7.75 |
| Additional Staff required for Monthly Billing by Company (Specify) | | 2.0 | \$21.50 | \$7.75 |
| Additional Staff required for Monthly Billing by Company (Specify) | | | | |
| Other (specify): | | 2.0 | \$25.00 | \$9.00 |
| Other (specify): | | | | |
| Other (specify): | | | | |
| Subtotal Other Personnel | | 24.0 | | |
| | | Total All Personnel | 66.3 | |

EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 4
Capital Requirements
Proposer Name: REPUBLIC SERVICES
City of Stockton Base Services

| Note to proposer: Input data in yellow shaded areas only | | | | | | | | | | | |
|--|--|---------|---------|--------|-------|-------|---------|---------|---------|---|---------------|
| | Quantity | | | | | | | | | Total Capital Cost Over Contract Term (in 2020 dollars) | Average Price |
| | New | | | Used | | | Total | | | | |
| | Actual | Spare | Total | Actual | Spare | Total | Actual | Spare | Total | | |
| Vehicles | | | | | | | | | | | |
| Collection Vehicles | | | | | | | | | | | |
| Residential Cart Solid Waste | 5,500 | 0.00 | 5,500 | 5,500 | 0.00 | 5,500 | 11,000 | 0.00 | 11,000 | \$2,622,750 | \$ |
| Residential Cart Recyclable Materials | 5,500 | 0.00 | 5,500 | 5,500 | 0.00 | 5,500 | 11,000 | 0.00 | 11,000 | \$2,593,067 | \$ |
| Residential Cart Organic Materials | 5,500 | 0.00 | 5,500 | 5,500 | 0.00 | 5,500 | 11,000 | 0.00 | 11,000 | \$2,587,733 | \$ |
| MF & Commercial Cart Solid Waste | 0.00 | - | 0.00 | 0.00 | 0 | 0.00 | 0.00 | 0 | 0.00 | \$40,000 | \$ |
| MF & Commercial Cart Recyclable Materials | | | 0 | 0 | | 0 | 0 | | 0 | \$0 | N/A |
| MF & Commercial Cart Organic Materials | | | 0 | 0 | | 0 | 0 | | 0 | \$0 | N/A |
| MF & Commercial Bin Solid Waste | 4,000 | 0.50 | 4,500 | 4,000 | 0.50 | 4,500 | 9,000 | 1 | 9,001 | \$3,980,000 | \$ |
| MF & Commercial Bin Recyclable Materials | 2,000 | 0.25 | 2,250 | 2,000 | 0.25 | 2,250 | 4,500 | 0.50 | 5,000 | \$1,213,250 | \$ |
| MF & Commercial Bin Organic Materials | 2,000 | 0.25 | 2,250 | 2,000 | 0.25 | 2,250 | 4,500 | 0.50 | 5,000 | \$1,068,750 | \$ |
| Bulky Items - Flat bed & overloader | 2,200 | | 2,200 | 2,200 | 0 | 2,200 | 2,200 | 0 | 2,200 | \$586,980 | \$ |
| Debris Box Materials | 4,000 | | 4,000 | 4,000 | 0 | 4,000 | 8,000 | 0 | 8,000 | \$3,368,000 | \$ |
| Cart Hand to Service Trucks (Solid Waste) | | | 0 | | | 0 | 0 | | 0 | N/A | |
| Cart Hand to Service Trucks (Recyclable Materials) | | | 0 | | | 0 | 0 | | 0 | N/A | |
| Cart Hand to Service Trucks (Organic Materials) | | | 0 | | | 0 | 0 | | 0 | N/A | |
| Subtotal | 30.0 | 1.00 | 31.00 | | | 31.00 | 63.00 | 0.00 | 63.00 | \$12,934,510 | |
| Other Vehicles | | | | | | | | | | | |
| Pickup Trucks | 2 | | 2 | 2 | | 2 | 4 | | 4 | \$60,000 | \$ |
| Container Distribution | 2 | | 2 | 2 | | 2 | 4 | | 4 | \$210,488 | \$ |
| Mobile Service Truck | 2 | | 2 | 2 | 1 | 3 | 2 | 0 | 2 | \$110,289 | \$ |
| Public Utility | | | 0 | | | 0 | 0 | | 0 | N/A | |
| Other (specify): | | | 0 | | | 0 | 0 | | 0 | N/A | |
| Other (specify): | | | 0 | | | 0 | 0 | | 0 | N/A | |
| Subtotal | 5 | 0 | 5 | 5 | 0 | 5 | 10 | 0 | 10 | \$390,807 | |
| Total Vehicle Cost | | | | | | | | | | \$13,325,316 | |
| Containers | | | | | | | | | | | |
| Carts | | | | | | | | | | | |
| Solid Waste 30 gallon | 26,764 | 26,764 | 26,764 | | | | 26,764 | 26,764 | 26,764 | \$825,784 | \$ |
| Solid Waste 60 gallon | 23,040 | 23,040 | 23,040 | | | | 23,040 | 23,040 | 23,040 | \$730,457 | \$ |
| Solid Waste 90 gallon | 4,810 | 4,810 | 4,810 | | | | 4,810 | 4,810 | 4,810 | \$317,324 | \$ |
| Recyclable Material 30 gallon | 30,204 | 30,204 | 30,204 | | | | 30,204 | 30,204 | 30,204 | \$1,066,213 | \$ |
| Recyclable Material 60 gallon | 4,810 | 4,810 | 4,810 | | | | 4,810 | 4,810 | 4,810 | \$317,324 | \$ |
| Organic Materials 30 gallon | 30,204 | 30,204 | 30,204 | | | | 30,204 | 30,204 | 30,204 | \$1,066,213 | \$ |
| Organic Materials 60 gallon | 4,810 | 4,810 | 4,810 | | | | 4,810 | 4,810 | 4,810 | \$317,324 | \$ |
| Subtotal | 104,790 | 104,790 | 104,790 | 0 | 0 | 0 | 104,790 | 104,790 | 104,790 | \$5,842,643 | |
| Bins | | | | | | | | | | | |
| 1 cubic yard | 204 | 204 | 204 | | | | 204 | 204 | 204 | \$257,289 | \$ |
| 1.5 cubic yards | 13,155 | 13,155 | 13,155 | | | | 13,155 | 13,155 | 13,155 | \$10,670 | \$ |
| 2 cubic yards | 865 | 865 | 865 | | | | 865 | 865 | 865 | \$412,173 | \$ |
| 3 cubic yards | 356 | 356 | 356 | | | | 356 | 356 | 356 | \$274,583 | \$ |
| 4 cubic yards | 1,088 | 1,088 | 1,088 | | | | 1,088 | 1,088 | 1,088 | \$815,568 | \$ |
| 5 cubic yards | 116 | 116 | 116 | | | | 116 | 116 | 116 | \$89,630 | \$ |
| 6 cubic yards | 116 | 116 | 116 | | | | 116 | 116 | 116 | \$89,632 | \$ |
| 7 cubic yards | 82,962 | 82,962 | 82,962 | | | | 82,962 | 82,962 | 82,962 | \$56,197 | \$ |
| Subtotal | 264,100 | 264,100 | 264,100 | 0 | 0 | 0 | 264,100 | 264,100 | 264,100 | \$2,205,330 | |
| Drop Boxes | | | | | | | | | | | |
| 20 cubic yards | 30 | | 30 | 30 | | 30 | 30 | | 30 | \$467,280 | \$ |
| 30 cubic yards | 30 | | 30 | 30 | | 30 | 30 | | 30 | \$230,280 | \$ |
| 40 cubic yards | 40 | | 40 | 40 | | 40 | 40 | | 40 | \$260,580 | \$ |
| Subtotal | 100 | 0 | 100 | 100 | 0 | 100 | 100 | 0 | 100 | \$958,140 | |
| Public Utility Containers | | | 0 | | | 0 | 0 | | 0 | N/A | |
| Other (specify): | | | 0 | | | 0 | 0 | | 0 | N/A | |
| Subtotal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | |
| Total Container Cost | | | | | | | | | | \$8,907,513 | |
| Other | | | | | | | | | | | |
| Offices | | | | | | | | | | | |
| Processing Site(s) | | | | | | | | | | | |
| Transfer Station | | | | | | | | | | | |
| Composting Yard/Maintenance | | | | | | | | | | | |
| Container Storage Yard | | | | | | | | | | | |
| Shop Equipment | | | | | | | | | | | |
| Fueling Equipment | | | | | | | | | | | |
| Computer and Office Equipment | | | | | | | | | | | |
| Other (specify): | Admin redesign, outside furniture and fixtures | | | | | | | | | | \$100,000 |
| Other (specify): | | | | | | | | | | | |
| Other (specify): | | | | | | | | | | | |
| Total Other Cost | | | | | | | | | | \$100,000 | |
| Total Capital Cost | | | | | | | | | | \$23,332,459 | |

EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 5

Summary of Proposed Costs
Proposer Name: REPUBLIC SERVICES

City of Stockton Base Services

Note to proposer: No data input required on this Form 5; costs are pulled automatically from Forms SA through ED.

| | Residential Cart Service (Form SA) | | | Multi-Family & Commercial Cart Service (Form SA) | | | Multi-Family & Commercial Bn Service (Form SA) | | | Other Services (Form ED) | | | |
|--|------------------------------------|----------------------|-------------------|--|----------------------|-------------------|--|----------------------|-------------------|--------------------------|-----------------|-------------------------|-------------|
| | Solid Waste | Recyclable Materials | Organic Materials | Solid Waste | Recyclable Materials | Organic Materials | Solid Waste | Recyclable Materials | Organic Materials | Curb Side Service | Street Sweeping | Public Works Collection | Bulky Items |
| Cost of Operations | | | | | | | | | | | | | |
| Labor-Related Costs | \$200,000 | \$600,000 | \$700,000 | \$5,000 | \$80,000 | \$90,000 | \$400,000 | \$200,000 | \$300,000 | \$200,000 | \$0 | \$0 | \$100,000 |
| Vehicle-Related Costs | \$100,000 | \$300,000 | \$400,000 | \$1,000 | \$10,000 | \$10,000 | \$50,000 | \$20,000 | \$30,000 | \$20,000 | \$0 | \$0 | \$10,000 |
| Fuel Costs | \$100,000 | \$300,000 | \$400,000 | \$1,000 | \$10,000 | \$10,000 | \$50,000 | \$20,000 | \$30,000 | \$20,000 | \$0 | \$0 | \$10,000 |
| Other Costs | \$20,000 | \$60,000 | \$80,000 | \$2,000 | \$20,000 | \$20,000 | \$100,000 | \$40,000 | \$60,000 | \$40,000 | \$0 | \$0 | \$20,000 |
| Direct Depreciation | \$300,000 | \$900,000 | \$1,000,000 | \$30,000 | \$300,000 | \$300,000 | \$1,500,000 | \$600,000 | \$900,000 | \$600,000 | \$0 | \$0 | \$300,000 |
| Total Allocated Costs - Labor, Vehicle, Fuel & Other | \$1,000,000 | \$3,000,000 | \$3,500,000 | \$40,000 | \$440,000 | \$440,000 | \$2,200,000 | \$880,000 | \$1,320,000 | \$880,000 | \$0 | \$0 | \$440,000 |
| Total Allocated Costs - Depreciation & Start-Up | \$2,000,000 | \$6,000,000 | \$7,000,000 | \$40,000 | \$440,000 | \$440,000 | \$2,200,000 | \$880,000 | \$1,320,000 | \$880,000 | \$0 | \$0 | \$440,000 |
| Total Cost of Operations | \$2,200,000 | \$6,600,000 | \$7,700,000 | \$80,000 | \$880,000 | \$880,000 | \$4,400,000 | \$1,760,000 | \$2,640,000 | \$1,760,000 | \$0 | \$0 | \$880,000 |
| Profit | \$400,000 | \$1,200,000 | \$1,400,000 | \$80,000 | \$880,000 | \$880,000 | \$4,400,000 | \$1,760,000 | \$2,640,000 | \$1,760,000 | \$0 | \$0 | \$880,000 |
| Pass-Through Costs | | | | | | | | | | | | | |
| Disposal Cost | \$1,000,000 | \$3,000,000 | \$4,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Net Recycling/Precious Processing Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Organic Processing Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Transfer Expenses | \$100,000 | \$300,000 | \$400,000 | \$10,000 | \$100,000 | \$100,000 | \$500,000 | \$200,000 | \$300,000 | \$200,000 | \$0 | \$0 | \$100,000 |
| Direct Lease Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Allocated Costs - Lease | \$100,000 | \$300,000 | \$400,000 | \$10,000 | \$100,000 | \$100,000 | \$500,000 | \$200,000 | \$300,000 | \$200,000 | \$0 | \$0 | \$100,000 |
| Total Pass-Through Costs | \$100,000 | \$300,000 | \$400,000 | \$10,000 | \$100,000 | \$100,000 | \$500,000 | \$200,000 | \$300,000 | \$200,000 | \$0 | \$0 | \$100,000 |
| Total Costs before Fees* | \$2,300,000 | \$6,900,000 | \$8,100,000 | \$90,000 | \$980,000 | \$980,000 | \$4,900,000 | \$1,960,000 | \$2,940,000 | \$1,960,000 | \$0 | \$0 | \$980,000 |
| Fees | | | | | | | | | | | | | |
| Franchise Fee | \$1,000,000 | \$3,000,000 | \$4,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Collection Programs & Contract Management Fee | \$100,000 | \$300,000 | \$400,000 | \$10,000 | \$100,000 | \$100,000 | \$500,000 | \$200,000 | \$300,000 | \$200,000 | \$0 | \$0 | \$100,000 |
| Total Fees | \$1,100,000 | \$3,300,000 | \$4,400,000 | \$10,000 | \$100,000 | \$100,000 | \$500,000 | \$200,000 | \$300,000 | \$200,000 | \$0 | \$0 | \$100,000 |
| Total Proposed Costs | \$3,400,000 | \$10,200,000 | \$12,500,000 | \$100,000 | \$1,080,000 | \$1,080,000 | \$5,400,000 | \$2,160,000 | \$3,240,000 | \$2,160,000 | \$0 | \$0 | \$1,080,000 |

* Amounts due to Forms SA through ED.

EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 6

Collection Cost Proposal

City of Stockton Base Services

Proposer Name: REPUBLIC SERVICES

Note to proposer: No data input required on Form 6; costs are pulled from Forms 6A-6D.

| SUMMARY (Total Costs from Forms 6A through 6D) | Rate Period One January 1, 2020 through December 31, 2020 |
|---|--|
| Labor-Related Costs (include regular & pool personnel) | |
| Regular Wages | \$2,243,129 |
| Overtime Wages | \$116,069 |
| Holiday Wages | \$58,093 |
| Vacation Wages | \$145,229 |
| Sick Leave Wages | \$87,140 |
| Workers Compensation Insurance Premiums | \$170,668 |
| Workers Compensation Claims | \$42,869 |
| Health & Welfare | \$625,891 |
| Pension/ Retirement Benefits | \$125,178 |
| Payroll Taxes | \$213,131 |
| Other (Please List) | \$214,731 |
| Total Labor Related-Costs | \$4,042,128 |
| Vehicle-Related Costs (do not include depreciation) | |
| Tires & Tubes | \$185,955 |
| Parts & Supplies (fluid, oil, etc.) | \$371,909 |
| Taxes & Licenses | \$61,985 |
| Shop Rent | \$0 |
| Total Vehicle-Related Costs | \$619,849 |
| Fuel Costs | \$906,372 |
| Other Costs | |
| Liability & Property Damage Insurance | \$44,811 |
| Equipment Insurance | \$94,811 |
| Training & Safety Programs | \$45,215 |
| Uniforms | \$22,600 |
| Other (Please List) | \$240,450 |
| Other Union Employee Benefits | \$0 |
| Total Other Costs | \$447,894 |
| Direct Depreciation | |
| Container Depreciation | \$633,694 |
| Route Vehicle Depreciation | \$1,083,231 |
| Other Depreciation | \$5,604 |
| Total Direct Depreciation | \$1,722,529 |
| Allocated Costs - Labor, Vehicle, Fuel & Other Costs | |
| From General and Administrative (6E) | \$2,423,220 |
| From Vehicle Maintenance (6E) | \$538,109 |
| From Container Maintenance (6E) | \$384,207 |
| From Monthly Billing (6E) | \$594,095 |
| Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs | \$3,939,631 |
| Allocated Costs - Depreciation and Start-Up Costs | |
| From General and Administrative (6E) | \$6,548 |
| From Vehicle Maintenance (6E) | \$21,724 |
| From Container Maintenance (6E) | \$12,889 |
| From Monthly Billing (6E) | \$0 |
| Total Allocated Costs - Depreciation and Start-Up Costs | \$41,160 |
| Total Cost of Operations | \$11,719,563 |
| Profit (% Operating Ratio; i.e. 95%) | 85 % \$2,068,158 |
| Pass-Through Costs | |
| Disposal Cost | \$2,215,519 |
| Governmental Fees | \$116,606 |
| Total Disposal Cost | \$2,332,125 |

EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 6

Collection Cost Proposal

City of Stockton Base Services

Proposer Name: REPUBLIC SERVICES

Note to proposer: No data input required on Form 6; costs are pulled from Forms 6A-6D.

| SUMMARY (Total Costs from Forms 6A through 6D) | | Rate Period One January 1, 2020 through December 31, 2020 |
|--|-------|--|
| Net Recyclables/Reusables Processing Costs | | |
| Recyclables Processing Costs | | \$2,788,200 |
| Reusable Materials Handling Costs | | \$0 |
| Governmental Fees | | \$0 |
| Other Processing Costs: _____ (specify) | | \$0 |
| Total Net Processing Costs | | \$2,788,200 |
| Organics Processing Costs | | \$1,615,256 |
| Governmental Fees | | \$52,513 |
| Total Organics Processing Cost | | \$1,667,769 |
| Interest Expense | | \$759,785 |
| Direct Lease Costs | | |
| Route Vehicles | | \$0 |
| Other (Please List) | | \$0 |
| Total Direct Lease Costs | | \$0 |
| Allocated Lease Costs | | |
| From General and Administrative (6E) | | \$0 |
| From Vehicle Maintenance (6E) | | \$0 |
| From Container Maintenance (6E) | | \$0 |
| From Monthly Billing (6E) | | \$0 |
| Total Allocated Lease Costs | | \$0 |
| Total Pass-Through Costs | | \$7,747,678 |
| Total Cost Before Fees | | \$21,535,600 |
| Fees | | |
| Franchise Fee | 20.0% | \$5,630,222 |
| Diversion Programs & Contract Management Fee | 3.50% | \$985,289 |
| Total Fees | | \$6,615,511 |
| Total Proposed Cost | | \$28,151,111 |

Note: While providing the service through a subcontractor, Republic of its own volition has not identified compensation for public litter container costs.

Note: Street Sweeping costs are to be split between Republic and Waste Management based on their own determination of the share in cost between the companies, totaling to \$1,966,743 before City Fees, and as included in the total revenue requirement figures presented by Republic and Waste Management. Waste Management identified a cost of \$1,183,257 (approximately 60% of the total cost). Republic Services has identified a cost of \$192,645 (approximately 10% of the total cost).

Note: Republic Services and Waste Management proposed costs that resulted in an increase in Year One revenue requirement (rate revenue) that are 36.4% and 33.6% respectively above each contractor's revenues under the former agreements. In order to provide equivalent rates City-wide, the parties negotiated a total revenue requirement of 32.61% to be applied to both contractors. Thus the costs and the revenue requirement shown in these forms do not match the actual revenue requirement of 32.61%.

EXHIBIT G2

COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information Form 6A City of Stockton Base Services
 Proposer Name: REPUBLIC SERVICES

Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value)

| RESIDENTIAL CART COSTS | Rate Period One From January 1, 2020 through December 31, 2020 | | | |
|---|---|----------------------|-------------------|-------------|
| | Solid Waste | Recyclable Materials | Organic Materials | Subtotal |
| Labour-Related Costs (Include regular & pool personnel) | | | | |
| Regular Wages | \$401,400 | \$368,839 | \$445,356 | \$1,215,595 |
| Overtime Wages | \$25,157 | \$18,887 | \$30,873 | \$74,917 |
| Holiday Wages | \$10,470 | \$10,712 | \$10,712 | \$31,894 |
| Vacation Wages | \$21,154 | \$21,778 | \$21,778 | \$64,710 |
| Sick Leave Wages | \$18,717 | \$15,467 | \$15,467 | \$49,651 |
| Workers Compensation Insurance Premiums | \$34,703 | \$13,033 | \$34,703 | \$82,439 |
| Workers Compensation Claims | \$8,616 | \$8,297 | \$8,616 | \$25,529 |
| Health & Welfare | \$124,600 | \$127,100 | \$127,600 | \$379,300 |
| Pension/Retirement Benefits | \$25,007 | \$21,407 | \$21,470 | \$67,884 |
| Payroll Taxes | \$44,070 | \$15,790 | \$41,697 | \$101,557 |
| Other (Please List) | \$49,410.30 | \$24,703 | \$49,410 | \$123,523 |
| Total Labour-Related Costs | \$873,947 | \$606,324 | \$747,535 | \$2,227,806 |
| Vehicle-Related Costs (do not include depreciation) | | | | |
| Tires & Tubes | \$11,111 | \$24,740.02 | \$11,548 | \$47,399 |
| Parts & Supplies (Fuel, oil, etc.) | \$42,232 | \$49,781 | \$54,588 | \$146,601 |
| Taxes & Licenses | \$10,370 | \$6,383.58 | \$4,541 | \$21,295 |
| Shop Fees | \$0 | \$0 | \$0 | \$0 |
| Total Vehicle-Related Costs | \$63,713 | \$80,904 | \$70,677 | \$215,294 |
| Fuel Costs | \$173,321 | \$136,137.39 | \$182,690 | \$492,148 |
| Other Costs | | | | |
| Utility & Property Damage Insurance | \$1,007 | \$1,073 | \$1,007 | \$3,087 |
| Equipment Insurance | \$18,056 | \$18,350.42 | \$18,350 | \$54,756 |
| Training & Safety Programs | \$1,369 | \$7,450 | \$4,878 | \$13,697 |
| Uniforms | \$4,075 | \$1,721 | \$4,859 | \$10,655 |
| Other Operating Costs | \$43,053 | \$24,878 | \$47,443 | \$115,374 |
| Other Union Employee Benefits | \$0 | \$0 | \$0 | \$0 |
| Total Other Costs | \$67,500 | \$52,672 | \$86,627 | \$206,800 |
| Direct Depreciation | | | | |
| Container Depreciation | \$111,879 | \$149,217.05 | \$134,538 | \$395,634 |
| Route Vehicle Depreciation | \$142,403 | \$135,047 | \$134,855 | \$412,305 |
| Other Depreciation | \$0 | \$0 | \$0 | \$0 |
| Total Direct Depreciation | \$254,282 | \$284,264 | \$269,393 | \$807,939 |
| Allocated Costs - Labor, Vehicle, Fuel & Other Costs | | | | |
| From General and Administrative (GA) | \$505,400 | \$401,194 | \$478,115 | \$1,384,709 |
| From Vehicle Maintenance (VM) | \$111,879 | \$149,217 | \$134,538 | \$395,634 |
| From Container Maintenance (CM) | \$15,028 | \$43,610 | \$11,896 | \$70,534 |
| From Monthly Billing (BT) | \$127,437 | \$44,790 | \$117,518 | \$290,745 |
| Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs | \$759,744 | \$638,811 | \$741,067 | \$2,139,622 |
| Allocated Costs - Depreciation and Start-Up Costs | | | | |
| From General and Administrative (GA) | \$1,390 | \$1,894 | \$1,390 | \$5,074 |
| From Vehicle Maintenance (VM) | \$4,154 | \$1,597 | \$4,286 | \$10,037 |
| From Container Maintenance (CM) | \$2,079 | \$2,134 | \$2,540 | \$6,753 |
| From Monthly Billing (BT) | \$0 | \$0 | \$0 | \$0 |
| Total Allocated Costs - Depreciation and Start-Up Costs | \$7,623 | \$5,625 | \$8,216 | \$21,464 |
| Total Cost of Operations | \$1,022,449 | \$928,706 | \$1,018,200 | \$2,969,355 |
| Profit (Enter % Operating Ratio, i.e. 35%) | 35.00% | \$435,215 | \$324,957 | \$353,259 |
| Per-Through Costs | per ton | | | |
| Disposal Fee | \$42.75 | \$88,737 | \$0 | \$88,737 |
| Governmental Fee | \$3.25 | \$11,968 | \$0 | \$11,968 |
| Total Disposal Cost | | \$100,705 | \$0 | \$100,705 |
| Net Recyclables/Residual Processing Costs | per ton | | | |
| Recyclables Processing Costs | \$120 | \$0 | \$1,346,600 | \$1,346,600 |
| Residual Materials Handling Costs | \$0 | \$0 | \$0 | \$0 |
| Governmental Fees | \$0 | \$0 | \$0 | \$0 |
| Other Processing Costs (specify) | \$0 | \$0 | \$0 | \$0 |
| Total Net Processing Costs | | \$0 | \$1,346,600 | \$1,346,600 |
| Organics Processing Costs | per ton | | | |
| Organics Processing Costs | \$17.25 | \$0 | \$0 | \$17,250 |
| Governmental Fee | \$3.25 | \$0 | \$0 | \$3,250 |
| Total Organics Processing Cost | | \$0 | \$0 | \$20,500 |
| Interest Expense | | \$17,803 | \$12,750 | \$30,553 |
| Direct Lease Costs | | | | |
| Route Vehicles | | | | \$0 |
| Other (Please List) | | | | \$0 |
| Total Direct Lease Costs | | \$0 | \$0 | \$0 |
| Allocated Lease Costs | | | | |
| From General and Administrative (GA) | | \$0 | \$0 | \$0 |
| From Vehicle Maintenance (VM) | | \$0 | \$0 | \$0 |
| From Container Maintenance (CM) | | \$0 | \$0 | \$0 |
| From Monthly Billing (BT) | | \$0 | \$0 | \$0 |
| Total Allocated Lease Costs | | \$0 | \$0 | \$0 |
| Total Per-Through Costs | | \$1,040,708 | \$1,425,750 | \$2,466,458 |
| Total Cost | | \$2,063,157 | \$2,454,456 | \$4,517,613 |

EXHIBIT G2

COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information Form G2 City of Stockton Base Services
 Proposer Name: REPUBLIC SERVICES

Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value)

| | Rate Period One | | | | |
|--|--|----------------------|-------------------|-----------|-----------|
| | From January 1, 2020 through December 31, 2020 | | | | |
| | Solid Waste | Recyclable Materials | Organic Materials | Subtotal | |
| MULTI-FAMILY & COMMERCIAL GWT COSTS | | | | | |
| Labor-Related Costs (Include regular & paid personnel) | | | | | |
| Regular Wages | \$2,400 | \$41,675 | \$174,440 | \$218,515 | |
| Overtime Wages | \$140 | \$2,354 | \$8,438 | \$10,932 | |
| Holiday Wages | \$74 | \$1,240 | \$4,706 | \$6,020 | |
| Vacation Wages | \$140 | \$2,353 | \$10,240 | \$12,733 | |
| Sick Leave Wages | \$140 | \$1,890 | \$4,774 | \$6,794 | |
| Workers Compensation Insurance Premiums | \$420 | \$2,785 | \$4,470 | \$7,675 | |
| Workers Compensation Claims | \$176 | \$762 | \$2,127 | \$3,065 | |
| Health & Welfare | \$114 | \$1,962 | \$43,746 | \$45,822 | |
| Pension/Retirement Benefits | \$114 | \$2,720 | \$4,744 | \$7,578 | |
| Payroll Taxes | \$274 | \$4,612 | \$14,530 | \$19,416 | |
| Other (Please list) | \$240 | \$4,752 | \$14,812 | \$20,004 | |
| Total Labor-Related Costs | \$2,524 | \$49,404 | \$177,427 | \$229,355 | |
| Vehicle-Related Costs (do not include depreciation) | | | | | |
| Tire & Tubes | \$124 | \$2,274 | \$14,267 | \$16,665 | |
| Parts & Supplies (fluid, oil, etc.) | \$440 | \$11,712 | \$14,715 | \$26,867 | |
| Taxes & Licenses | \$114 | \$1,792 | \$4,422 | \$6,328 | |
| Shop Rent | \$0 | \$0 | \$0 | \$0 | |
| Total Vehicle-Related Costs | \$1,678 | \$13,778 | \$29,404 | \$44,860 | |
| Fuel Costs | \$1,320 | \$21,424 | \$78,240 | \$100,984 | |
| Other Costs | | | | | |
| Liability & Property Damage Insurance | \$114 | \$744 | \$2,214 | \$3,072 | |
| Equipment Insurance | \$274 | \$1,112 | \$4,715 | \$6,101 | |
| Training & Safety Programs | \$74 | \$444 | \$1,512 | \$2,030 | |
| Uniforms | \$74 | \$444 | \$1,767 | \$2,285 | |
| Other Operating Costs | \$124 | \$2,142 | \$14,718 | \$17,064 | |
| Other Union Employee Benefits | \$0 | \$0 | \$0 | \$0 | |
| Total Other Costs | \$714 | \$24,466 | \$24,847 | \$50,027 | |
| Direct Depreciation | | | | | |
| Container Depreciation | \$474 | \$11,220 | \$40,237 | \$52,931 | |
| Route Vehicle Depreciation | \$1,444 | \$24,107 | \$100,474 | \$125,925 | |
| Other Depreciation | \$24 | \$444 | \$1,474 | \$2,042 | |
| Total Direct Depreciation | \$2,942 | \$35,771 | \$142,185 | \$180,898 | |
| Allocated Costs - Labor, Vehicle, Fuel & Other Costs | | | | | |
| Pro-rata General and Administrative (GA) | \$1,314 | \$21,434 | \$78,240 | \$100,988 | |
| Pro-rata Vehicle Maintenance (VM) | \$74 | \$11,712 | \$40,444 | \$53,930 | |
| Pro-rata Container Maintenance (CM) | \$124 | \$4,418 | \$14,715 | \$19,257 | |
| Pro-rata Monthly Billing (MB) | \$44 | \$11,718 | \$40,444 | \$53,930 | |
| Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs | \$2,556 | \$49,274 | \$173,843 | \$225,673 | |
| Allocated Costs - Depreciation and Start-Up Costs | | | | | |
| Pro-rata General and Administrative (GA) | \$4 | \$144 | \$444 | \$692 | |
| Pro-rata Vehicle Maintenance (VM) | \$74 | \$444 | \$1,474 | \$2,092 | |
| Pro-rata Container Maintenance (CM) | \$124 | \$4,418 | \$14,715 | \$19,257 | |
| Pro-rata Monthly Billing (MB) | \$44 | \$11,718 | \$40,444 | \$53,930 | |
| Total Allocated Costs - Depreciation and Start-Up Costs | \$24 | \$592 | \$1,973 | \$2,589 | |
| Total Cost of Operations | \$14,240 | \$140,184 | \$448,796 | \$603,220 | |
| Profit (Enter % Operating Ratio, i.e. 65%) | 65.00% | \$2,407 | \$47,894 | \$142,134 | \$152,435 |
| Pass-Through Costs | | | | | |
| Disposal Cost | \$ - \$2.75 | \$1,472 | \$0 | \$0 | \$1,472 |
| Governmental Fees | \$ - \$2.25 | \$244 | \$0 | \$0 | \$244 |
| Total Disposal Cost | | \$1,716 | \$0 | \$0 | \$1,716 |
| Net Recycling/Recyclables Processing Costs | | | | | |
| Recyclables Processing Costs | \$ - \$10.00 | \$0 | \$14,812 | \$0 | \$14,812 |
| Recyclable Materials Handling Costs | \$ - | \$0 | \$0 | \$0 | \$0 |
| Governmental Fees | \$ - | \$0 | \$0 | \$0 | \$0 |
| Other Processing Costs | \$ - | \$0 | \$0 | \$0 | \$0 |
| Total Net Processing Costs | | \$0 | \$14,812 | \$0 | \$14,812 |
| Organics Processing Costs | | | | | |
| Organics Processing Costs | \$ - \$2.75 | \$0 | \$0 | \$40,444 | \$40,444 |
| Governmental Fees | \$ - \$2.25 | \$0 | \$0 | \$0 | \$0 |
| Total Organics Processing Costs | | \$0 | \$0 | \$40,444 | \$40,444 |
| Interest Expense | | | | | |
| | | \$1,444 | \$14,812 | \$17,068 | \$17,068 |
| Direct Lease Costs | | | | | |
| Route Vehicles | | | | \$0 | |
| Other (Please list) | | | | \$0 | |
| Total Direct Lease Costs | | \$0 | \$0 | \$0 | \$0 |
| Allocated Lease Costs | | | | | |
| Pro-rata General and Administrative (GA) | | \$0 | \$0 | \$0 | \$0 |
| Pro-rata Vehicle Maintenance (VM) | | \$0 | \$0 | \$0 | \$0 |
| Pro-rata Container Maintenance (CM) | | \$0 | \$0 | \$0 | \$0 |
| Pro-rata Monthly Billing (MB) | | \$0 | \$0 | \$0 | \$0 |
| Total Allocated Lease Costs | | \$0 | \$0 | \$0 | \$0 |
| Total Pass-Through Costs | | \$1,716 | \$14,812 | \$40,444 | \$56,972 |
| Total Cost | \$14,240 | \$156,694 | \$463,608 | \$660,534 | \$660,534 |

EXHIBIT G2

COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information

Form 6C

City of Stockton Base Services

Proposer Name: REPUBLIC SERVICES

Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value)

| | Rate Period One From January 1, 2020 through December 31, 2020 | | | |
|---|---|-------------------------|----------------------|--------------------|
| | Solid Waste | Recyclable Materials | Organic Materials | Subtotal |
| MULTI-FAMILY & COMMERCIAL BIN COSTS | | | | |
| Labor-Related Costs (include regular & pool personnel) | | | | |
| Regular Wages | \$243,677 | \$194,548 | \$8,314 | \$446,539 |
| Overtime Wages | \$11,787 | \$9,411 | \$402 | \$21,600 |
| Holiday Wages | \$6,300 | \$5,036 | \$215 | \$11,560 |
| Vacation Wages | \$15,770 | \$12,591 | \$538 | \$28,899 |
| Sick Leave Wages | \$9,462 | \$7,555 | \$323 | \$17,340 |
| Workers Compensation Insurance Premiums | \$22,069 | \$8,639 | \$1,694 | \$33,202 |
| Workers Compensation Claims | \$5,744 | \$2,170 | \$425 | \$8,340 |
| Health & Welfare | \$60,093 | \$54,364 | \$2,323 | \$114,780 |
| Pension/ Retirement Benefits | \$13,619 | \$10,873 | \$465 | \$24,956 |
| Payroll Taxes | \$23,091 | \$18,435 | \$788 | \$42,314 |
| Other (Please List) | \$23,541 | \$18,795 | \$803 | \$43,139 |
| Total Labor Related-Costs | \$443,960 | \$342,417 | \$16,291 | \$802,668 |
| Vehicle-Related Costs (do not include depreciation) | | | | |
| Tires & Tubes | \$26,914 | \$21,488 | \$918 | \$49,321 |
| Parts & Supplies (fluid, oil, etc.) | \$53,029 | \$42,976 | \$1,837 | \$98,642 |
| Taxes & Licenses | \$8,971 | \$7,163 | \$306 | \$16,440 |
| Shop Rent | \$0 | \$0 | \$0 | \$0 |
| Total Vehicle-Related Costs | \$89,715 | \$71,627 | \$3,061 | \$164,403 |
| Fuel Costs | \$109,782 | \$87,649 | \$3,746 | \$201,177 |
| Other Costs | | | | |
| Liability & Property Damage Insurance | \$ 6,004.30 | \$2,268 | \$445 | \$8,717 |
| Equipment Insurance | \$ 12,704.14 | \$4,799 | \$941 | \$18,445 |
| Training & Safety Programs | \$4,936 | \$3,941 | \$168 | \$9,045 |
| Uniforms | \$2,460 | \$1,970 | \$84 | \$4,522 |
| Other Operating Costs | \$26,409 | \$20,369 | \$959 | \$47,748 |
| Other Union Employee Benefits | \$0 | \$0 | \$0 | \$0 |
| Total Other Costs | \$52,521 | \$33,347 | \$2,607 | \$88,476 |
| Direct Depreciation | | | | |
| Container Depreciation | \$56,168 | \$44,844 | \$1,916 | \$102,929 |
| Route Vehicle Depreciation | \$140,357 | \$112,060 | \$4,789 | \$257,206 |
| Other Depreciation | \$2,030 | \$1,621 | \$69 | \$3,721 |
| Total Direct Depreciation | \$198,556 | \$158,525 | \$6,775 | \$363,856 |
| Allocated Costs - Labor, Vehicle, Fuel & Other Costs | | | | |
| From General and Administrative (6E) | \$266,150 | \$205,276 | \$9,766 | \$481,193 |
| From Vehicle Maintenance (6E) | \$59,102 | \$45,584 | \$2,169 | \$106,855 |
| From Container Maintenance (6E) | \$42,199 | \$32,547 | \$1,548 | \$76,294 |
| From Monthly Billing (6E) | \$65,251 | \$50,327 | \$2,384 | \$117,973 |
| Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs | \$432,703 | \$333,735 | \$15,870 | \$782,315 |
| Allocated Costs - Depreciation and Start-Up Costs | | | | |
| From General and Administrative (6E) | \$719 | \$555 | \$26 | \$1,300 |
| From Vehicle Maintenance (6E) | \$2,306 | \$1,840 | \$88 | \$4,314 |
| From Container Maintenance (6E) | \$1,416 | \$1,092 | \$52 | \$2,559 |
| From Monthly Billing (6E) | \$0 | \$0 | \$0 | \$0 |
| Total Allocated Costs - Depreciation and Start-Up Costs | \$4,521 | \$3,487 | \$166 | \$8,173 |
| Total Cost of Operations | \$1,331,750 | \$1,030,787 | \$48,523 | \$2,411,060 |
| Profit (Enter % Operating Ratio; i.e. 95%): | 65 % | \$235,016 | \$181,904 | \$8,563 |
| | | | | \$425,483 |

EXHIBIT G2 COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information

Form 6C

City of Stockton Base Services

Proposer Name: **REPUBLIC SERVICES**

Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value)

| | | Rate Period One From January 1, 2020 through December 31, 2020 | | | |
|--|-----------|---|-------------------------|----------------------|-------------|
| | | Solid Waste | Recyclable Materials | Organic Materials | Subtotal |
| MULTI-FAMILY & COMMERCIAL BIN COSTS | | | | | |
| Pass-Through Costs | per ton | | | | |
| Disposal Cost | \$ 42.75 | \$765,169 | \$0 | \$0 | \$765,169 |
| Governmental Fees | \$ 2.25 | \$41,326 | \$0 | \$0 | \$41,326 |
| Total Disposal Cost | | \$826,515 | \$0 | \$0 | \$826,515 |
| Net Recyclables/Reusables Processing Costs | per ton | | | | |
| Recyclables Processing Costs | \$ 120.00 | \$0 | \$587,328 | \$0 | \$587,328 |
| Reusable Materials Handling Costs | \$ - | \$0 | \$0 | \$0 | \$0 |
| Governmental Fees | \$ - | \$0 | \$0 | \$0 | \$0 |
| Other Processing Costs: _____ (specify) | \$ - | \$0 | \$0 | \$0 | \$0 |
| Total Net Processing Costs | | \$0 | \$587,328 | \$0 | \$587,328 |
| Organics Processing Costs | per ton | | | | |
| Organics Processing Costs | \$ 57.75 | \$0 | \$0 | \$46,743 | \$46,743 |
| Governmental Fees | \$ 2.25 | \$0 | \$0 | \$0 | \$0 |
| Total Organics Processing Cost | | \$0 | \$0 | \$46,743 | \$46,743 |
| Interest Expense | | \$83,450 | \$64,363 | \$3,062 | \$150,875 |
| 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 (6E) | | \$0 | \$0 | \$0 | \$0 |
| From Vehicle Maintenance (6E) | | \$0 | \$0 | \$0 | \$0 |
| From Container Maintenance (6E) | | \$0 | \$0 | \$0 | \$0 |
| From Monthly Billing (6E) | | \$0 | \$0 | \$0 | \$0 |
| Total Allocated Lease Costs | | \$0 | \$0 | \$0 | \$0 |
| Total Pass-Through Costs | | \$909,965 | \$651,691 | \$49,805 | \$1,611,461 |
| Total Cost | | \$2,476,739 | \$1,864,381 | \$106,891 | \$4,448,011 |

EXHIBIT G2

COST BASIS FOR SUBMITTAL

Form 6D

Detailed Collection Cost Proposal Information

City of Stockton Base Services

Proposer Name: REPUBLIC SERVICES

Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value)

| BULKY COSTS | Rate Period One From January 1, 2020 through December 31, 2020 | | | | Subtotal |
|--|---|-----------------|-----------------------------|-------------|-----------|
| | Debris Box | Street Sweeping | Public Litter Containers | Bulky Items | |
| Labor-Related Costs (include regular & pool personnel) | | | | | |
| Regular Wages | \$198,657 | | | \$93,246 | \$291,903 |
| Overtime Wages | \$14,758 | | | \$6,927 | \$21,685 |
| Holiday Wages | \$5,159 | | | \$2,421 | \$7,580 |
| Vacation Wages | \$12,897 | | | \$6,054 | \$18,950 |
| Sick Leave Wages | \$7,738 | | | \$3,632 | \$11,371 |
| Workers Compensation Insurance Premiums | \$18,210 | | | \$5,929 | \$24,139 |
| Workers Compensation Claims | \$4,574 | | | \$1,489 | \$6,063 |
| Health & Welfare | \$54,883 | | | \$25,761 | \$80,643 |
| Pension/ Retirement Benefits | \$10,977 | | | \$5,152 | \$16,129 |
| Payroll Taxes | \$19,214 | | | \$9,019 | \$28,233 |
| Other (Please List) | \$17,850 | | | \$8,378 | \$26,228 |
| Total Labor-Related-Costs | \$364,916 | \$0 | \$0 | \$168,008 | \$532,925 |
| Vehicle-Related Costs (do not include depreciation) | | | | | |
| Tires & Tubes | \$19,342 | | | \$6,879 | \$26,221 |
| Parts & Supplies (fluid, oil, etc.) | \$38,683 | | | \$13,758 | \$52,441 |
| Taxes & Licenses | \$6,447 | | | \$2,293 | \$8,740 |
| Shop Rent | \$0 | | | \$0 | \$0 |
| Total Vehicle-Related Costs | \$64,472 | \$0 | \$0 | \$22,930 | \$87,402 |
| Fuel Costs | \$90,861 | | | \$41,967 | \$132,828 |
| Other Costs | | | | | |
| Liability & Property Damage Insurance | \$4,781 | | | \$1,557 | \$6,338 |
| Equipment Insurance | \$10,116 | | | \$3,294 | \$13,410 |
| Training & Safety Programs | \$4,140 | | | \$1,775 | \$5,915 |
| Uniforms | \$2,070 | | | \$888 | \$2,957 |
| Other Operating Costs | \$21,707 | | | \$9,994 | \$31,702 |
| Other Union Employee Benefits | | | | | \$0 |
| Total Other Costs | \$42,814 | \$0 | \$0 | \$17,507 | \$60,321 |
| Direct Depreciation | | | | | |
| Container Depreciation | \$16,946 | | | | \$16,946 |
| Route Vehicle Depreciation | \$132,436 | | | \$3,000 | \$135,436 |
| Other Depreciation | | | | | \$0 |
| Total Direct Depreciation | \$149,381 | \$0 | \$0 | \$3,000 | \$152,381 |

EXHIBIT G2

COST BASIS FOR SUBMITTAL

Form 6D

Detailed Collection Cost Proposal Information

City of Stockton Base Services

Proposer Name: REPUBLIC SERVICES

Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value)

| | | Rate Period One From January 1, 2020 through December 31, 2020 | | | | |
|--|---------------------|---|-----------------|--------------------------|-------------|-------------|
| BULKY COSTS | | Debris Box | Street Sweeping | Public Litter Containers | Bulky Items | Subtotal |
| Allocated Costs - Labor, Vehicle, Fuel & Other Costs | | | | | | |
| From General and Administrative (6E) | | \$216,764 | \$100,719 | \$0 | \$0 | \$319,484 |
| From Vehicle Maintenance (6E) | | \$48,500 | \$22,366 | \$0 | \$0 | \$70,866 |
| From Container Maintenance (6E) | | \$34,606 | \$15,969 | \$0 | \$0 | \$50,575 |
| From Monthly Billing (6E) | | \$53,634 | \$24,693 | \$0 | \$0 | \$78,327 |
| Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs | | \$353,663 | \$163,748 | \$0 | \$0 | \$519,411 |
| Allocated Costs - Depreciation and Start-Up Costs | | | | | | |
| From General and Administrative (6E) | | \$591 | \$0 | \$0 | \$272 | \$863 |
| From Vehicle Maintenance (6E) | | \$1,961 | \$0 | \$0 | \$903 | \$2,864 |
| From Container Maintenance (6E) | | \$1,164 | \$0 | \$0 | \$536 | \$1,699 |
| From Monthly Billing (6E) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Allocated Costs - Depreciation and Start-Up Costs | | \$3,716 | \$0 | \$0 | \$1,711 | \$5,427 |
| Total Cost of Operations | | \$1,071,824 | \$163,748 | \$0 | \$255,123 | \$1,490,695 |
| Profit (Enter % Operating Ratio; i.e. 95%): | 85 % | \$189,145 | \$28,897 | \$0 | \$45,022 | \$263,064 |
| Pass-Through Costs | | | | | | |
| Disposal Cost | per ton 42.75 | \$379,107 | \$0 | \$0 | \$58,354 | \$437,461 |
| Governmental Fees | 2.25 | \$19,953 | \$0 | \$0 | \$3,071 | \$23,024 |
| Total Disposal Cost | | \$399,060 | \$0 | \$0 | \$61,425 | \$460,485 |
| Net Recyclables/Reusables Processing Costs | | | | | | |
| Recyclables Processing Costs | per ton \$120.00 | \$757,440 | \$0 | \$0 | \$0 | \$757,440 |
| Reusable Materials Handling Costs | \$ - | \$0 | \$0 | \$0 | \$0 | \$0 |
| Governmental Fees | \$ - | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Processing Costs: _____ (specify) | \$ - | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Net Processing Costs | | \$757,440 | \$0 | \$0 | \$0 | \$757,440 |
| Organics Processing Costs | | | | | | |
| Organics Processing Costs | per ton \$ 57.75 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Governmental Fees | \$ 2.25 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Organics Processing Cost | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Interest Expense | | \$68,592 | | | \$31,560 | \$100,152 |
| Direct Lease Costs | | | | | | |
| Route Vehicles | | | | | | \$0 |
| Other (Please List) | | | | | | \$0 |
| Total Direct Lease Costs | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Allocated Lease Costs | | | | | | |
| From General and Administrative (6E) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| From Vehicle Maintenance (6E) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| From Container Maintenance (6E) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| From Monthly Billing (6E) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Allocated Lease Costs | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Pass-Through Costs | | \$1,225,092 | \$0 | \$0 | \$93,005 | \$1,318,097 |
| Total Cost | | \$2,486,061 | \$192,645 | \$0 | \$393,150 | \$3,071,856 |

EXHIBIT G2

COST BASIS FOR SUBMITTAL

Form 6E

Detailed Collection Cost Proposal Information

City of Stockton Base Services

Proposer Name: REPUBLIC SERVICES

| | | Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value) | | | | |
|--|--|--|---------------------|-----------------------|---------------------------|-------------|
| | | Rate Period One | | | | |
| | | From January 1, 2020 through December 31, 2020 | | | | |
| PROPOSED ALLOCATED COST | | General and Administrative | Vehicle Maintenance | Container Maintenance | Monthly/Quarterly Billing | Subtotal |
| Labor-Related Costs (include non-route personnel only) | | | | | | |
| Regular Wages | | \$997,768 | \$304,182 | \$142,707 | \$166,400 | \$1,611,057 |
| Overtime Wages | | \$14,976 | \$36,460 | \$17,105 | \$12,480 | \$81,021 |
| Holiday Wages | | \$0 | \$10,417 | \$4,887 | \$0 | \$15,304 |
| Vacation Wages | | \$0 | \$20,834 | \$9,774 | \$0 | \$30,609 |
| Sick Leave Wages | | \$0 | \$11,980 | \$5,620 | \$0 | \$17,600 |
| Workers Compensation Insurance Premiums | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Workers Compensation Claims | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Health & Welfare | | \$171,101 | \$83,337 | \$39,098 | \$21,424 | \$314,960 |
| Pension/ Retirement Benefits | | \$93,600 | \$22,397 | \$10,508 | \$31,200 | \$157,705 |
| Payroll Taxes | | \$91,147 | \$31,252 | \$14,662 | \$16,099 | \$153,159 |
| Other (Please List) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Labor-Related-Costs | | \$1,368,591 | \$520,859 | \$244,362 | \$247,603 | \$2,381,415 |
| Vehicle-Related Costs | | | | | | |
| Tires & Tubes | | | | \$10,535 | | \$10,535 |
| Parts & Supplies (fluid, oil, etc.) | | | | \$73,742 | | \$73,742 |
| Taxes & Licenses | | | | \$21,069 | | \$21,069 |
| Other (Please List) | | | | \$0 | | \$0 |
| Total Vehicle-Related Costs | | \$0 | \$0 | \$105,345 | \$0 | \$105,345 |
| Fuel Costs | | | | | | |
| | | \$10,800 | \$12,000 | \$31,000 | | \$53,800 |
| Other Costs | | | | | | |
| Liability & Property Damage Insurance | | \$9,500 | \$5,250 | \$3,500 | \$3,500 | \$21,750 |
| Equipment Insurance | | | | | | \$0 |
| Rent | | | | | | \$0 |
| Utilities | | \$144,868 | | | | \$144,868 |
| Telephone | | \$42,400 | | | | \$42,400 |
| Non-vehicle Related Supplies | | \$24,734 | | | | \$24,734 |
| Non-vehicle Related Taxes & Licenses | | \$14,133 | | | | \$14,133 |
| Training & Safety Programs | | \$10,600 | | | | \$10,600 |
| Ongoing, Annual Public Education & Outreach Efforts | | \$200,000 | | | | \$200,000 |
| Uniforms | | \$10,600 | | | | \$10,600 |
| Bad Debt | | \$450,000 | | | | \$450,000 |
| Performance Bond | | \$9,000 | | | | \$9,000 |
| Corporate Overhead Charge (Please List) | | \$0 | | | | \$0 |
| Legal Costs | | \$21,992 | | | | \$21,992 |
| Accounting | | \$0 | | | | \$0 |
| Employee Benefits | | \$0 | | | | \$0 |
| Property Taxes | | \$28,267 | | | | \$28,267 |
| Bank Charges | | \$0 | | | \$342,992 | \$342,992 |
| Computer Costs | | \$24,734 | | | | \$24,734 |
| Repairs and Maintenance G&A | | \$53,001 | | | | \$53,001 |
| Total Other Costs | | \$1,043,829 | \$5,250 | \$3,500 | \$346,492 | \$1,399,071 |
| Total Labor, Vehicle-Related and Other Costs | | \$2,423,220 | \$538,109 | \$384,207 | \$594,095 | \$3,939,631 |
| Vehicle Depreciation (non-route vehicles) | | | | | | |
| | | \$6,548 | \$21,724 | \$12,889 | | \$41,160 |
| Other Depreciation | | | | | | \$0 |
| Public Education | | | | | | \$0 |
| Start-up Costs | | | | | | \$0 |
| Total Depreciation and Start-Up Costs | | \$6,548 | \$21,724 | \$12,889 | \$0 | \$41,160 |
| Lease Costs | | | | | | |
| Facility Costs: _____ (describe) | | | | | | \$0 |
| Other Lease Costs: _____ (describe) | | | | | | \$0 |
| Total Lease Costs | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Costs to be Allocated | | \$2,429,768 | \$559,833 | \$397,096 | \$594,095 | \$3,980,792 |

EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 6E

Detailed Collection Cost Proposal Information

City of Stockton Base Services

Proposer Name: REPUBLIC SERVICES

| | | Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value) | | | | |
|---|----------------|--|---------------------|-----------------------|---------------------------|--------------------|
| | | Rate Period One | | | | |
| | | From January 1, 2020 through December 31, 2020 | | | | |
| PROPOSED ALLOCATED COST | | General and Administrative | Vehicle Maintenance | Container Maintenance | Monthly/Quarterly Billing | Subtotal |
| Labor, Vehicle, Fuel, & Other Costs Allocated Out | | | | | | |
| To Residential Cart Solid Waste (6A) | 20.78% | \$503,481 | \$111,805 | \$79,828 | \$123,437 | \$818,551 |
| To Residential Cart Recyclable Materials (6A) | 16.56% | \$401,194 | \$89,091 | \$63,610 | \$98,360 | \$652,254 |
| To Residential Cart Organic Materials (6A) | 19.73% | \$478,115 | \$106,172 | \$75,806 | \$117,218 | \$777,312 |
| To MF & Commercial Cart Solid Waste (6B) | 0.14% | \$3,314 | \$736 | \$525 | \$813 | \$5,388 |
| To MF & Commercial Cart Recyclable Materials (6B) | 2.14% | \$51,834 | \$11,510 | \$8,218 | \$12,708 | \$84,271 |
| To MF & Commercial Cart Organic Materials (6B) | 7.62% | \$184,605 | \$40,994 | \$29,270 | \$45,259 | \$300,128 |
| To MF & Commercial Bin Solid Waste (6C) | 10.98% | \$266,150 | \$59,102 | \$42,199 | \$65,251 | \$432,703 |
| To MF & Commercial Bin Recyclable Materials (6C) | 8.47% | \$205,276 | \$45,584 | \$32,547 | \$50,327 | \$333,735 |
| To MF & Commercial Cart Organic Bin Materials (6C) | 0.40% | \$9,766 | \$2,169 | \$1,548 | \$2,394 | \$15,878 |
| To Debris Box Service (6D) | 9.03% | \$218,764 | \$48,580 | \$34,686 | \$53,634 | \$355,663 |
| To Street Sweeping Service (6D) | 4.16% | \$100,719 | \$22,366 | \$15,969 | \$24,693 | \$163,748 |
| To Public Litter Container Service (6D) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Bulky Item Service (6D) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Labor, Vehicle, Fuel & Other Costs Allocated Out | 100.00% | \$2,423,220 | \$538,109 | \$384,207 | \$594,095 | \$3,939,631 |
| Depreciation and Start-Up Costs Allocated Out | | | | | | |
| To Residential Cart Solid Waste (6A) | 20.78% | \$1,360 | \$4,514 | \$2,678 | \$0 | \$8,552 |
| To Residential Cart Recyclable Materials (6A) | 16.56% | \$1,084 | \$3,597 | \$2,134 | \$0 | \$6,815 |
| To Residential Cart Organic Materials (6A) | 19.73% | \$1,292 | \$4,286 | \$2,543 | \$0 | \$8,121 |
| To MF & Commercial Cart Solid Waste (6B) | 0.14% | \$9 | \$30 | \$18 | \$0 | \$56 |
| To MF & Commercial Cart Recyclable Materials (6B) | 2.14% | \$140 | \$465 | \$276 | \$0 | \$880 |
| To MF & Commercial Cart Organic Materials (6B) | 7.62% | \$499 | \$1,655 | \$982 | \$0 | \$3,136 |
| To MF & Commercial Bin Solid Waste (6C) | 10.98% | \$719 | \$2,386 | \$1,416 | \$0 | \$4,521 |
| To MF & Commercial Bin Recyclable Materials (6C) | 8.47% | \$555 | \$1,840 | \$1,092 | \$0 | \$3,487 |
| To MF & Commercial Cart Organic Bin Materials (6C) | 0.40% | \$26 | \$88 | \$52 | \$0 | \$166 |
| To Debris Box Service (6D) | 9.03% | \$591 | \$1,961 | \$1,164 | \$0 | \$3,716 |
| To Street Sweeping Service (6D) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Public Litter Container Service (6D) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Bulky Item Service (6D) | 4.16% | \$272 | \$903 | \$536 | \$0 | \$1,711 |
| Total Depreciation and Start-Up Costs Allocated Out | 100.00% | \$6,548 | \$21,724 | \$12,889 | \$0 | \$41,160 |
| Lease Costs Allocated Out | | | | | | |
| To Residential Cart Solid Waste (6A) | 20.78% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Residential Cart Recyclable Materials (6A) | 16.56% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Residential Cart Organic Materials (6A) | 19.73% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To MF & Commercial Cart Solid Waste (6B) | 0.14% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To MF & Commercial Cart Recyclable Materials (6B) | 2.14% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To MF & Commercial Cart Organic Materials (6B) | 7.62% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To MF & Commercial Bin Solid Waste (6C) | 10.98% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To MF & Commercial Bin Recyclable Materials (6C) | 8.47% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To MF & Commercial Cart Organic Bin Materials (6C) | 0.40% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Debris Box Service (6D) | 9.03% | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Street Sweeping Service (6D) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Public Litter Container Service (6D) | | \$0 | \$0 | \$0 | \$0 | \$0 |
| To Bulky Item Service (6D) | 4.16% | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Lease Costs Allocated Out | 100.00% | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Allocated Out | | \$2,429,768 | \$559,833 | \$397,096 | \$594,095 | \$3,980,792 |

EXHIBIT G2 COST BASIS FOR SUBMITTAL

Depreciation
Proposer Name: REPUBLIC SERVICES

Stockton Base Services

Years 1 through 10

Note to proposer: Input data in yellow shaded areas only. (Propose in 2020 \$ Value)

| | | | Assumed | ANNUAL DEPRECIATION | | | | | | | | | |
|--|----------|------|-----------------|---------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Depreciation (Proposed) | Quantity | Life | Capital Costs * | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| VEHICLES | | | | | | | | | | | | | |
| YR 1 Vehicles Put in Service | 34 | 10 | \$ 484,347 | \$ 48,435 | \$ 49,218 | \$ 49,218 | \$ 49,218 | \$ 49,218 | \$ 49,218 | \$ 49,218 | \$ 49,218 | \$ 49,218 | \$ 49,218 |
| YR 2 Vehicles Put in Service | 7 | 10 | \$ 155,140 | | \$ 15,514 | \$ 15,514 | \$ 15,514 | \$ 15,514 | \$ 15,514 | \$ 15,514 | \$ 15,514 | \$ 15,514 | \$ 15,514 |
| YR 3 Vehicles Put in Service | 6 | 10 | \$ 132,977 | | | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 |
| YR 4 Vehicles Put in Service | 6 | 10 | \$ 132,977 | | | | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 |
| YR 5 Vehicles Put in Service | 6 | 10 | \$ 132,977 | | | | | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 |
| YR 6 Vehicles Put in Service | 6 | 10 | \$ 132,977 | | | | | | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 |
| YR 7 Vehicles Put in Service | 6 | 10 | \$ 132,977 | | | | | | | \$ 13,297 | \$ 13,297 | \$ 13,297 | \$ 13,297 |
| YR 8 Vehicles Put in Service | 6 | 10 | \$ 132,977 | | | | | | | | \$ 13,297 | \$ 13,297 | \$ 13,297 |
| YR 9 Vehicles Put in Service | 6 | 10 | \$ 132,977 | | | | | | | | | \$ 13,297 | \$ 13,297 |
| YR 10 Vehicles Put in Service | 6 | 10 | \$ 132,977 | | | | | | | | | | \$ 13,297 |
| Subtotal Vehicles | 77 | | \$ 1,455,346 | \$ 48,435 | \$ 64,732 | \$ 64,732 | \$ 64,732 | \$ 64,732 | \$ 64,732 | \$ 64,732 | \$ 64,732 | \$ 64,732 | \$ 64,732 |
| CONTAINERS | | | | | | | | | | | | | |
| YR 1 New Containers | 99,132 | 10 | \$ 194,921 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 |
| YR 2 Containers Purchased | 2,898 | 10 | \$ 58,455 | | \$ 5,845 | \$ 5,845 | \$ 5,845 | \$ 5,845 | \$ 5,845 | \$ 5,845 | \$ 5,845 | \$ 5,845 | \$ 5,845 |
| YR 3 Containers Purchased | 99,132 | 10 | \$ 194,921 | | | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 | \$ 19,492 |
| YR 4 Containers Purchased | 404 | 10 | \$ 33,357 | | | | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 |
| YR 5 Containers Purchased | 404 | 10 | \$ 33,357 | | | | | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 |
| YR 6 Containers Purchased | 404 | 10 | \$ 33,357 | | | | | | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 |
| YR 7 Containers Purchased | 404 | 10 | \$ 33,357 | | | | | | | \$ 3,336 | \$ 3,336 | \$ 3,336 | \$ 3,336 |
| YR 8 Containers Purchased | 404 | 10 | \$ 33,357 | | | | | | | | \$ 3,336 | \$ 3,336 | \$ 3,336 |
| YR 9 Containers Purchased | 404 | 10 | \$ 33,357 | | | | | | | | | \$ 3,336 | \$ 3,336 |
| YR 10 Containers Purchased | 404 | 10 | \$ 33,357 | | | | | | | | | | \$ 3,336 |
| Subtotal Containers | 121,192 | | \$ 6,507,186 | \$ 25,336 | \$ 44,827 | \$ 44,827 | \$ 44,827 | \$ 44,827 | \$ 44,827 | \$ 44,827 | \$ 44,827 | \$ 44,827 | \$ 44,827 |
| OTHER | | | | | | | | | | | | | |
| YR 1 Furniture and Fix | 1 | 10 | \$ 100,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 |
| YR 2 | | | | | | | | | | | | | |
| YR 3 | | | | | | | | | | | | | |
| YR 4 | | | | | | | | | | | | | |
| YR 5 | | | | | | | | | | | | | |
| YR 6 | | | | | | | | | | | | | |
| YR 7 | | | | | | | | | | | | | |
| YR 8 | | | | | | | | | | | | | |
| YR 9 | | | | | | | | | | | | | |
| YR 10 | | | | | | | | | | | | | |
| Subtotal Other | 1 | | \$ 100,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 |
| Total Assumed Capital Cost & Depreciation | | | | \$ 25,342,432 | \$ 74,791 | \$ 1,105,623 | \$ 1,433,522 | \$ 1,765,654 | \$ 1,770,186 | \$ 1,981,559 | \$ 2,206,493 | \$ 2,275,354 | \$ 2,310,539 |
| Total Allowable Annual Direct Vehicle Depreciation** | | | | n.a. | \$ 1,069,870 | \$ 1,069,870 | \$ 1,069,870 | \$ 1,069,870 | \$ 1,069,870 | \$ 1,069,870 | \$ 1,069,870 | \$ 1,069,870 | \$ 1,069,870 |
| Total Allowable Annual Direct Container Depreciation*** | | | | n.a. | \$ 683,738 | \$ 683,738 | \$ 683,738 | \$ 683,738 | \$ 683,738 | \$ 683,738 | \$ 683,738 | \$ 683,738 | \$ 683,738 |
| Total Allowable Annual Other Depreciation*** | | | | n.a. | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 |
| | | | | n.a. | \$ 1,763,608 | \$ 1,763,608 | \$ 1,763,608 | \$ 1,763,608 | \$ 1,763,608 | \$ 1,763,608 | \$ 1,763,608 | \$ 1,763,608 | \$ 1,763,608 |

* Assumed Capital Costs (column should tie to Form 4)

** Total Allowable Annual Direct Depreciation amount hereon to be allocated to direct depreciation for the service categories on Forms 6A through 6D, with the total annual allowable direct depreciation

*** amount on this Form matching the amount that appears on Form 6

Total Allowable Annual Other Depreciation amount hereon to be reflected on Form 6E under Depreciation and Start-Up costs in the line item titled "Other Depreciation" and/or allocated to other

depreciation for the service categories on Forms 6A through 6D.

EXHIBIT G2

COST BASIS FOR SUBMITTAL

Collection Vehicle Transport Costs

City of Stockton Base Services

Proposer Name:

Note to proposer: Input data in yellow shaded areas only. Please Refer to Other Services Forms for Street Sweeping Category.

| | Residential Cart Collection | | | Multi-Family & Commercial Cart | | | Multi-Family & Commercial Bin | | | Debris Box | | | Other | | | Average |
|---|-----------------------------|-------------|-------------------|--------------------------------|-------------|-------------------|-------------------------------|-------------|-------------------|-------------|-------------|-------------------|-----------------|-------------------------|-------------|---------|
| | Solid Waste | Recyclables | Organic Materials | Solid Waste | Recyclables | Organic Materials | Solid Waste | Recyclables | Organic Materials | Solid Waste | Recyclables | Organic Materials | Street Sweeping | Public Litter Container | Bulky Items | |
| Truck Type | | | | | | | | | | | | | | | | N/A |
| Collection vehicle transport rate (\$ per hour) (Total Cost Form 1/Total Hours Form 2) | | | | | | | | | | | | | | | | \$/00 |
| Average tons per load (tons) | | | | | | | | | | | | | | | | 0.0 |

Proposers: If using more than one truck type for one or more material types, copy rows 8-10 and complete.

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EXHIBIT G3:
INITIAL RATES FOR COLLECTION SERVICES

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EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Single-Family, Duplex and Tri-Plex Customers (Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in single-family, duplex and tri-plex homes.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable
Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 31.59 |
| 60-gal solid waste container | \$ 40.01 |
| 90-gal solid waste container | \$ 48.47 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 10.53 |
| Additional 60-gal solid waste container | \$ 13.34 |
| Additional 90-gal solid waste container | \$ 16.16 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.67 |
| Additional 90-gal recycling container | \$ 8.08 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 10.00 |
| Additional 90-gal organics container | \$ 12.12 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Single-Family, Duplex and Tri-Plex Customers

Senior Rate (65 and older)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to senior customers (age 65 and over) living in single-family, duplex and tri-plex homes. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 28.44 |
| 60-gal solid waste container | \$ 36.06 |
| 90-gal solid waste container | \$ 43.66 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 9.48 |
| Additional 60-gal solid waste container | \$ 12.02 |
| Additional 90-gal solid waste container | \$ 14.55 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.01 |
| Additional 90-gal recycling container | \$ 7.28 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 9.01 |
| Additional 90-gal organics container | \$ 10.91 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Single-Family, Duplex and Tri-Plex Customers

Senior Below Median Income Rate (65 and over, below median income)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to senior customers (age 65 and over with below median income) living in single-family, duplex and tri-plex homes. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 25.30 |
| 60-gal solid waste container | \$ 32.09 |
| 90-gal solid waste container | \$ 38.85 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 8.43 |
| Additional 60-gal solid waste container | \$ 10.70 |
| Additional 90-gal solid waste container | \$ 12.95 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 5.35 |
| Additional 90-gal recycling container | \$ 6.48 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 8.02 |
| Additional 90-gal organics container | \$ 9.71 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Single-Family, Duplex and Tri-Plex Customers **Disabled Rate (under 65 and below median income)** (Rates in \$ per Customer per Month)

Note:

The following rates apply only to disabled customers (under age 65 with below median income) living in single-family, duplex and tri-plex homes. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 28.44 |
| 60-gal solid waste container | \$ 36.06 |
| 90-gal solid waste container | \$ 43.66 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 9.48 |
| Additional 60-gal solid waste container | \$ 12.02 |
| Additional 90-gal solid waste container | \$ 14.55 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.01 |
| Additional 90-gal recycling container | \$ 7.28 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 9.01 |
| Additional 90-gal organics container | \$ 10.91 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Single-Family, Duplex and Tri-Plex Customers Special Service Charges

Note:

The following rates apply only to customers living in single-family, duplex and tri-plex homes.

| Service Description | Rate Per Month |
|--|----------------|
| Backyard Charge ¹ - per household per month | \$ 12.90 |

| Service Description | Rate Per Occurrence |
|---|---------------------|
| On-call bulky items pickup - per CY pickup | \$ 24.32 |
| 4 cubic yard bin (dropped off and removed within 3 days) | \$ 206.70 |
| 20 cubic yard bin (dropped off and removed within 3 days) | \$ 289.41 |
| Locking Device (one time charge for fabrication and installation) | \$ 73.64 |
| Container Swap Charge - After first free per year | \$ 27.95 |
| Late Fee - after 30 days from invoice date | \$ 4.42 |
| Extra Pickup ² : | \$ 27.95 |
| 30-gallon container - same day service day | \$ 5.94 |
| 60-gallon container - same day service day | \$ 11.83 |
| 90-gallon container - same day service day | \$ 17.74 |
| Overage Charge: | |
| 30-gallon container (Solid Waste) | \$ 5.94 |
| 60-gallon container (Solid Waste) | \$ 11.83 |
| 90-gallon container (Solid Waste) | \$ 17.74 |
| 60-gallon container (Recycling) | \$ 5.91 |
| 90-gallon container (Recycling) | \$ 8.87 |
| 60-gallon container (Organics) | \$ 8.87 |
| 90-gallon container (Organics) | \$ 13.31 |
| Contamination Charge: | |
| 30-gallon container (All Materials) | \$ 5.94 |
| 60-gallon container (All Materials) | \$ 11.83 |
| 90-gallon container (All Materials) | \$ 17.74 |

¹ Seniors and Disabled customers will receive this service at no charge with doctor's verification.

² Amount added to same day services charges from non-service day pickup.

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Cart Service (Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile home parks with individual wheeled carts.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 32.86 |
| 60-gal solid waste container | \$ 40.95 |
| 90-gal solid waste container | \$ 49.03 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 10.95 |
| Additional 60-gal solid waste container | \$ 13.65 |
| Additional 90-gal solid waste container | \$ 16.34 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.82 |
| Additional 90-gal recycling container | \$ 8.17 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 10.24 |
| Additional 90-gal organics container | \$ 12.26 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Cart Service

Senior Rate (65 and older)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to senior customers (age 65 and over) living in mobile home parks with individual wheeled carts. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 29.57 |
| 60-gal solid waste container | \$ 36.85 |
| 90-gal solid waste container | \$ 44.12 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 9.86 |
| Additional 60-gal solid waste container | \$ 12.28 |
| Additional 90-gal solid waste container | \$ 14.71 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.14 |
| Additional 90-gal recycling container | \$ 7.35 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 9.21 |
| Additional 90-gal organics container | \$ 11.03 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Cart Service

Senior Below Median Income Rate (65 and over, below median income)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to senior customers (age 65 and over with below median income) living in mobile home parks with individual wheeled carts. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 26.29 |
| 60-gal solid waste container | \$ 32.76 |
| 90-gal solid waste container | \$ 39.22 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 8.76 |
| Additional 60-gal solid waste container | \$ 10.92 |
| Additional 90-gal solid waste container | \$ 13.07 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 5.46 |
| Additional 90-gal recycling container | \$ 6.54 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 8.19 |
| Additional 90-gal organics container | \$ 9.81 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Cart Service

Disabled Rate (under 65 and below median income)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to disabled customers (under age 65 with below median income) living in mobile home parks with individual wheeled carts. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 29.57 |
| 60-gal solid waste container | \$ 36.85 |
| 90-gal solid waste container | \$ 44.12 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 9.86 |
| Additional 60-gal solid waste container | \$ 12.28 |
| Additional 90-gal solid waste container | \$ 14.71 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.14 |
| Additional 90-gal recycling container | \$ 7.35 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 9.21 |
| Additional 90-gal organics container | \$ 11.03 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable
Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|---------------------------|----------------|
| 1 cubic yard container: | |
| 1 pickup per week | \$ 134.59 |
| 2 pickups per week | \$ 262.73 |
| 3 pickups per week | \$ 388.18 |
| 4 pickups per week | \$ 516.33 |
| 5 pickups per week | \$ 641.78 |
| 6 pickups per week | \$ 769.96 |
| 1.5 cubic yard container: | |
| 1 pickup per week | \$ 180.27 |
| 2 pickups per week | \$ 303.28 |
| 3 pickups per week | \$ 369.81 |
| 4 pickups per week | \$ 523.45 |
| 5 pickups per week | \$ 646.47 |
| 6 pickups per week | \$ 742.05 |
| 2 cubic yard container: | |
| 1 pickup per week | \$ 193.78 |
| 2 pickups per week | \$ 336.41 |
| 3 pickups per week | \$ 454.98 |
| 4 pickups per week | \$ 583.25 |
| 5 pickups per week | \$ 719.62 |
| 6 pickups per week | \$ 825.29 |
| 3 cubic yard container: | |
| 1 pickup per week | \$ 236.40 |
| 2 pickups per week | \$ 388.16 |
| 3 pickups per week | \$ 539.87 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|-------------------------------------|----------------|
| 3 cubic yard container (continued): | |
| 4 pickups per week | \$ 698.06 |
| 5 pickups per week | \$ 865.92 |
| 6 pickups per week | \$ 967.63 |
| 4 cubic yard container: | |
| 1 pickup per week | \$ 261.49 |
| 2 pickups per week | \$ 472.16 |
| 3 pickups per week | \$ 679.61 |
| 4 pickups per week | \$ 882.21 |
| 5 pickups per week | \$ 1,088.05 |
| 6 pickups per week | \$ 1,163.19 |
| 5 cubic yard container: | |
| 1 pickup per week | \$ 332.47 |
| 2 pickups per week | \$ 636.36 |
| 3 pickups per week | \$ 940.22 |
| 4 pickups per week | \$ 1,244.12 |
| 5 pickups per week | \$ 1,548.01 |
| 6 pickups per week | \$ 1,851.90 |
| 6 cubic yard container: | |
| 1 pickup per week | \$ 377.81 |
| 2 pickups per week | \$ 726.98 |
| 3 pickups per week | \$ 1,073.40 |
| 4 pickups per week | \$ 1,419.89 |
| 5 pickups per week | \$ 1,756.55 |
| 6 pickups per week | \$ 1,901.16 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|-------------------------|----------------|
| 7 cubic yard container: | |
| 1 pickup per week | \$ 423.11 |
| 2 pickup per week | \$ 817.58 |
| 3 pickup per week | \$ 1,209.32 |
| 4 pickup per week | \$ 1,601.05 |
| 5 pickup per week | \$ 1,992.78 |
| 6 pickup per week | \$ 2,387.31 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|---------------------------|----------------|
| 1 cubic yard container: | |
| 1 pickup per week | \$ 67.29 |
| 2 pickup per week | \$ 131.36 |
| 3 pickup per week | \$ 194.09 |
| 4 pickup per week | \$ 258.17 |
| 5 pickup per week | \$ 320.89 |
| 6 pickup per week | \$ 384.98 |
| 1.5 cubic yard container: | |
| 1 pickup per week | \$ 90.14 |
| 2 pickups per week | \$ 151.64 |
| 3 pickups per week | \$ 184.90 |
| 4 pickups per week | \$ 261.73 |
| 5 pickups per week | \$ 323.24 |
| 6 pickups per week | \$ 371.02 |
| 2 cubic yard container: | |
| 1 pickup per week | \$ 96.89 |
| 2 pickups per week | \$ 168.20 |
| 3 pickups per week | \$ 227.49 |
| 4 pickups per week | \$ 291.62 |
| 5 pickups per week | \$ 359.81 |
| 6 pickups per week | \$ 412.64 |
| 3 cubic yard container: | |
| 1 pickup per week | \$ 118.20 |
| 2 pickups per week | \$ 194.08 |
| 3 pickups per week | \$ 269.93 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------------------|----------------|--------|
| 3 cubic yard container (continued): | | |
| 4 pickups per week | \$ | 349.03 |
| 5 pickups per week | \$ | 432.96 |
| 6 pickups per week | \$ | 483.81 |
| 4 cubic yard container: | | |
| 1 pickup per week | \$ | 130.75 |
| 2 pickups per week | \$ | 236.08 |
| 3 pickups per week | \$ | 339.81 |
| 4 pickups per week | \$ | 441.11 |
| 5 pickups per week | \$ | 544.03 |
| 6 pickups per week | \$ | 581.59 |
| 5 cubic yard container: | | |
| 1 pickup per week | \$ | 166.23 |
| 2 pickups per week | \$ | 318.18 |
| 3 pickups per week | \$ | 470.11 |
| 4 pickups per week | \$ | 622.06 |
| 5 pickups per week | \$ | 774.00 |
| 6 pickups per week | \$ | 925.95 |
| 6 cubic yard container: | | |
| 1 pickup per week | \$ | 188.90 |
| 2 pickups per week | \$ | 363.49 |
| 3 pickups per week | \$ | 536.70 |
| 4 pickups per week | \$ | 709.95 |
| 5 pickups per week | \$ | 878.28 |
| 6 pickups per week | \$ | 950.58 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 211.55 |
| 2 pickups per week | \$ | 408.79 |
| 3 pickups per week | \$ | 604.66 |
| 4 pickups per week | \$ | 800.53 |
| 5 pickups per week | \$ | 996.39 |
| 6 pickups per week | \$ | 1,193.66 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for organics services requested beyond the 90-gallon
Organics service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|---------------------------|----------------|
| 1 cubic yard container: | |
| 1 pickup per week | \$ 100.94 |
| 2 pickups per week | \$ 197.05 |
| 3 pickups per week | \$ 291.13 |
| 4 pickups per week | \$ 387.25 |
| 5 pickups per week | \$ 481.33 |
| 6 pickups per week | \$ 577.47 |
| 1.5 cubic yard container: | |
| 1 pickup per week | \$ 135.20 |
| 2 pickups per week | \$ 227.46 |
| 3 pickups per week | \$ 277.36 |
| 4 pickups per week | \$ 392.59 |
| 5 pickups per week | \$ 48.86 |
| 6 pickups per week | \$ 556.53 |
| 2 cubic yard container: | |
| 1 pickup per week | \$ 145.34 |
| 2 pickups per week | \$ 252.30 |
| 3 pickups per week | \$ 341.24 |
| 4 pickups per week | \$ 437.43 |
| 5 pickups per week | \$ 539.72 |
| 6 pickups per week | \$ 618.96 |
| 3 cubic yard container: | |
| 1 pickup per week | \$ 177.30 |
| 2 pickups per week | \$ 291.12 |
| 3 pickups per week | \$ 404.90 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for organics services requested beyond the 90-gallon
Organics service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|-------------------------------------|----------------|
| 3 cubic yard container (continued): | |
| 4 pickups per week | \$ 523.54 |
| 5 pickups per week | \$ 649.44 |
| 6 pickups per week | \$ 725.72 |
| 4 cubic yard container: | |
| 1 pickup per week | \$ 196.12 |
| 2 pickups per week | \$ 354.12 |
| 3 pickups per week | \$ 509.71 |
| 4 pickups per week | \$ 661.66 |
| 5 pickups per week | \$ 816.04 |
| 6 pickups per week | \$ 872.39 |
| 5 cubic yard container: | |
| 1 pickup per week | \$ 249.35 |
| 2 pickups per week | \$ 477.27 |
| 3 pickups per week | \$ 705.16 |
| 4 pickups per week | \$ 933.09 |
| 5 pickups per week | \$ 1,161.01 |
| 6 pickups per week | \$ 1,388.92 |
| 6 cubic yard container: | |
| 1 pickup per week | \$ 283.35 |
| 2 pickups per week | \$ 545.24 |
| 3 pickups per week | \$ 805.05 |
| 4 pickups per week | \$ 1,064.92 |
| 5 pickups per week | \$ 1,317.41 |
| 6 pickups per week | \$ 1,425.87 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for organics services requested beyond the 90-gallon
Organics service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 317.33 |
| 2 pickups per week | \$ | 613.19 |
| 3 pickups per week | \$ | 906.99 |
| 4 pickups per week | \$ | 1,200.79 |
| 5 pickups per week | \$ | 1,494.59 |
| 6 pickups per week | \$ | 1,790.48 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers Special Service Charges

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

| Service Description | Rate Per Month |
|--|----------------|
| Backyard Charge ¹ - per household per month | \$ 12.90 |

| Service Description | Rate Per Occurrence |
|--|---------------------|
| Key Charges ² - per container per month ³ | \$ 4.83 |
| Enclosure Charges ⁴ - per container per month ³ | \$ 6.43 |
| Gate Service Charges ⁵ - per container per month ³ | \$ 8.04 |
| Long Walk Charges ⁶ - per container per month ³ | \$ 12.90 |
| Maximum Charge - per container per month ³ | \$ 32.26 |
| Container Swap Charge - After first free per year | \$ 27.95 |
| Late Fee - after 30 days from invoice date | \$ 4.42 |
| Extra Pickup ⁷ : | \$ 27.95 |
| 30-gallon container - same day service day | \$ 5.94 |
| 60-gallon container - same day service day | \$ 11.83 |
| 90-gallon container - same day service day | \$ 17.74 |

¹ Seniors and Disabled customers will receive this service at no charge with doctor's verification.

² Key charges are allowed when container access requires the driver to carry a key and unlock a lock to empty the container. Key charges do not apply if a customer's lock is left in the unlocked position.

³ Charges for key, enclosure, gate, and long walk service are not cumulative pickup charges. The contractor's rates for a customer requiring one or more of these services will be a maximum rate (as specified in the table above) as adjusted for CPI.

⁴ Enclosure charges are allowed when collection required removing a container from an enclosure and replacing it when emptied.

⁵ Gate service charges are allowed when collection requires opening a closed or locked gate in order to access a container.

⁶ Long walk charges are allowed when a container is placed further than 10 feet from where the collection vehicle has access.

⁷ Amount added to same day services charges from non-service day pickup.

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers

Special Service Charges

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

| Service Description | Rate Per Occurrence |
|---|---------------------|
| On-call bulky items pickup - per CY pickup | \$ 24.32 |
| 4 cubic yard bin (dropped off and removed within 3 days) | \$ 206.70 |
| 20 cubic yard bin (dropped off and removed within 3 days) | \$ 289.41 |
| Locking Device (one time charge for fabrication and installation) | \$ 73.64 |
| Overage Charge: | |
| 30-gallon container (Solid Waste) | \$ 5.94 |
| 60-gallon container (Solid Waste) | \$ 11.83 |
| 90-gallon container (Solid Waste) | \$ 17.74 |
| 60-gallon container (Recycling) | \$ 5.91 |
| 90-gallon container (Recycling) | \$ 8.87 |
| 60-gallon container (Organics) | \$ 8.87 |
| 90-gallon container (Organics) | \$ 13.31 |
| 1 cubic yard container (All Material) | \$ 80.00 |
| 1.5 cubic yard container (All Material) | \$ 80.00 |
| 2 cubic yard container (All Material) | \$ 80.00 |
| 3 cubic yard container (All Material) | \$ 80.00 |
| 4 cubic yard container (All Material) | \$ 125.00 |
| 5 cubic yard container (All Material) | \$ 125.00 |
| 6 cubic yard container (All Material) | \$ 125.00 |
| 7 cubic yard container (All Material) | \$ 125.00 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Home Customers

Special Service Charges

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

| Service Description | Rate Per Occurrence | |
|---|---------------------|--------|
| Contamination Charge: | | |
| 30-gallon container (All Material) | \$ | 5.94 |
| 60-gallon container (All Material) | \$ | 11.83 |
| 90-gallon container (All Material) | \$ | 17.74 |
| 1 cubic yard container (All Material) | \$ | 80.00 |
| 1.5 cubic yard container (All Material) | \$ | 80.00 |
| 2 cubic yard container (All Material) | \$ | 80.00 |
| 3 cubic yard container (All Material) | \$ | 80.00 |
| 4 cubic yard container (All Material) | \$ | 125.00 |
| 5 cubic yard container (All Material) | \$ | 125.00 |
| 6 cubic yard container (All Material) | \$ | 125.00 |
| 7 cubic yard container (All Material) | \$ | 125.00 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Cart Service (Rates in \$ per Customer per Month)

Note:

The following rates apply only to multi-family and commercial customers with individual wheeled carts.

Monthly Rate includes weekly Solid Waste, 90-gal Recyclable
Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|------------------------------|----------------|-------|
| 30-gal solid waste container | \$ | 51.72 |
| 60-gal solid waste container | \$ | 59.95 |
| 90-gal solid waste container | \$ | 68.20 |

| Service Description | Rate Per Month | |
|--|----------------|--------|
| 90-gal solid waste container - 2x a week service | \$ | 111.35 |
| 90-gal solid waste container - 3x a week service | \$ | 154.50 |
| 90-gal solid waste container - 4x a week service | \$ | 213.81 |
| 90-gal solid waste container - 5x a week service | \$ | 265.03 |
| 90-gal solid waste container - 6x a week service | \$ | 297.51 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Cart Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to multi-family and commercial customers with individual wheeled carts.

The rates listed below are for recycling services requested beyond the 90-gallon
Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|--|----------------|
| 60-gal recycling container - 1x a week service | \$ 9.99 |
| 90-gal recycling container - 1x a week service | \$ 11.37 |

| Service Description | Rate Per Month |
|--|----------------|
| 90-gal recycling container - 2x a week service | \$ 18.56 |
| 90-gal recycling container - 3x a week service | \$ 25.75 |
| 90-gal recycling container - 4x a week service | \$ 35.63 |
| 90-gal recycling container - 5x a week service | \$ 44.17 |
| 90-gal recycling container - 6x a week service | \$ 49.59 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Cart Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to multi-family and commercial customers with individual wheeled carts.

The rates listed below are for organics services requested beyond the 90-gallon
Organics service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|---|----------------|
| 60-gal organics container - 1x a week service | \$ 14.99 |
| 90-gal organics container - 1x a week service | \$ 17.05 |

| Service Description | Rate Per Month |
|---|----------------|
| 90-gal organics container - 2x a week service | \$ 27.84 |
| 90-gal organics container - 3x a week service | \$ 38.63 |
| 90-gal organics container - 4x a week service | \$ 53.45 |
| 90-gal organics container - 5x a week service | \$ 66.26 |
| 90-gal organics container - 6x a week service | \$ 74.38 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|---------------------------|----------------|
| 1 cubic yard container: | |
| 1 pickup per week | \$ 134.59 |
| 2 pickups per week | \$ 262.73 |
| 3 pickups per week | \$ 388.18 |
| 4 pickups per week | \$ 516.33 |
| 5 pickups per week | \$ 641.78 |
| 6 pickups per week | \$ 769.96 |
| 1.5 cubic yard container: | |
| 1 pickup per week | \$ 180.27 |
| 2 pickups per week | \$ 303.28 |
| 3 pickups per week | \$ 369.81 |
| 4 pickups per week | \$ 523.45 |
| 5 pickups per week | \$ 646.47 |
| 6 pickups per week | \$ 742.05 |
| 2 cubic yard container: | |
| 1 pickup per week | \$ 193.78 |
| 2 pickups per week | \$ 336.41 |
| 3 pickups per week | \$ 454.98 |
| 4 pickups per week | \$ 583.25 |
| 5 pickups per week | \$ 719.62 |
| 6 pickups per week | \$ 825.29 |
| 3 cubic yard container: | |
| 1 pickup per week | \$ 236.40 |
| 2 pickups per week | \$ 388.16 |
| 3 pickups per week | \$ 539.87 |
| 4 pickups per week | \$ 698.06 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|-------------------------------------|----------------|----------|
| 3 cubic yard container (continued): | | |
| 5 pickups per week | \$ | 865.92 |
| 6 pickups per week | \$ | 967.63 |
| 4 cubic yard container: | | |
| 1 pickup per week | \$ | 261.49 |
| 2 pickups per week | \$ | 472.16 |
| 3 pickups per week | \$ | 679.61 |
| 4 pickups per week | \$ | 882.21 |
| 5 pickups per week | \$ | 1,088.05 |
| 6 pickups per week | \$ | 1,163.19 |
| 5 cubic yard container: | | |
| 1 pickup per week | \$ | 332.47 |
| 2 pickups per week | \$ | 636.36 |
| 3 pickups per week | \$ | 940.22 |
| 4 pickups per week | \$ | 1,244.12 |
| 5 pickups per week | \$ | 1,548.01 |
| 6 pickups per week | \$ | 1,851.90 |
| 6 cubic yard container: | | |
| 1 pickup per week | \$ | 377.81 |
| 2 pickups per week | \$ | 726.98 |
| 3 pickups per week | \$ | 1,073.40 |
| 4 pickups per week | \$ | 1,419.89 |
| 5 pickups per week | \$ | 1,756.55 |
| 6 pickups per week | \$ | 1,901.16 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 423.11 |
| 2 pickups per week | \$ | 817.58 |
| 3 pickups per week | \$ | 1,209.32 |
| 4 pickups per week | \$ | 1,601.05 |
| 5 pickups per week | \$ | 1,992.78 |
| 6 pickups per week | \$ | 2,387.31 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|---------------------------|----------------|
| 1 cubic yard container: | |
| 1 pickup per week | \$ 67.29 |
| 2 pickups per week | \$ 131.36 |
| 3 pickups per week | \$ 194.09 |
| 4 pickups per week | \$ 258.17 |
| 5 pickups per week | \$ 320.89 |
| 6 pickups per week | \$ 384.98 |
| 1.5 cubic yard container: | |
| 1 pickup per week | \$ 90.14 |
| 2 pickups per week | \$ 151.64 |
| 3 pickups per week | \$ 184.90 |
| 4 pickups per week | \$ 261.73 |
| 5 pickups per week | \$ 323.24 |
| 6 pickups per week | \$ 371.02 |
| 2 cubic yard container: | |
| 1 pickup per week | \$ 96.89 |
| 2 pickups per week | \$ 168.20 |
| 3 pickups per week | \$ 227.49 |
| 4 pickups per week | \$ 291.62 |
| 5 pickups per week | \$ 359.81 |
| 6 pickups per week | \$ 412.64 |
| 3 cubic yard container: | |
| 1 pickup per week | \$ 118.20 |
| 2 pickups per week | \$ 194.08 |
| 3 pickups per week | \$ 269.93 |
| 4 pickups per week | \$ 349.03 |

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INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------------------|----------------|--------|
| 3 cubic yard container (continued): | | |
| 5 pickups per week | \$ | 432.96 |
| 6 pickups per week | \$ | 483.81 |
| 4 cubic yard container: | | |
| 1 pickup per week | \$ | 130.75 |
| 2 pickups per week | \$ | 236.08 |
| 3 pickups per week | \$ | 339.81 |
| 4 pickups per week | \$ | 441.11 |
| 5 pickups per week | \$ | 544.03 |
| 6 pickups per week | \$ | 581.59 |
| 5 cubic yard container: | | |
| 1 pickup per week | \$ | 166.23 |
| 2 pickups per week | \$ | 318.18 |
| 3 pickups per week | \$ | 470.11 |
| 4 pickups per week | \$ | 622.06 |
| 5 pickups per week | \$ | 774.00 |
| 6 pickups per week | \$ | 925.95 |
| 6 cubic yard container: | | |
| 1 pickup per week | \$ | 188.90 |
| 2 pickups per week | \$ | 363.49 |
| 3 pickups per week | \$ | 536.70 |
| 4 pickups per week | \$ | 709.95 |
| 5 pickups per week | \$ | 878.28 |
| 6 pickups per week | \$ | 950.58 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 211.55 |
| 2 pickups per week | \$ | 408.79 |
| 3 pickups per week | \$ | 604.66 |
| 4 pickups per week | \$ | 800.53 |
| 5 pickups per week | \$ | 996.39 |
| 6 pickups per week | \$ | 1,193.66 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for organics services requested beyond the 90-gallon Organics service provided for in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|---------------------------|----------------|--------|
| 1 cubic yard container: | | |
| 1 pickup per week | \$ | 100.94 |
| 2 pickups per week | \$ | 197.05 |
| 3 pickups per week | \$ | 291.13 |
| 4 pickups per week | \$ | 387.25 |
| 5 pickups per week | \$ | 481.33 |
| 6 pickups per week | \$ | 577.47 |
| 1.5 cubic yard container: | | |
| 1 pickup per week | \$ | 135.20 |
| 2 pickups per week | \$ | 227.46 |
| 3 pickups per week | \$ | 277.36 |
| 4 pickups per week | \$ | 392.59 |
| 5 pickups per week | \$ | 484.86 |
| 6 pickups per week | \$ | 556.53 |
| 2 cubic yard container: | | |
| 1 pickup per week | \$ | 145.34 |
| 2 pickups per week | \$ | 252.30 |
| 3 pickups per week | \$ | 341.24 |
| 4 pickups per week | \$ | 437.43 |
| 5 pickups per week | \$ | 539.72 |
| 6 pickups per week | \$ | 618.96 |
| 3 cubic yard container: | | |
| 1 pickup per week | \$ | 177.30 |
| 2 pickups per week | \$ | 291.12 |
| 3 pickups per week | \$ | 404.90 |
| 4 pickups per week | \$ | 523.54 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for organics services requested beyond the 90-gallon Organics service provided for in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|-------------------------------------|----------------|
| 3 cubic yard container (continued): | |
| 5 pickups per week | \$ 649.44 |
| 6 pickups per week | \$ 725.72 |
| 4 cubic yard container: | \$ 196.12 |
| 1 pickup per week | \$ 354.12 |
| 2 pickups per week | \$ 509.71 |
| 3 pickups per week | \$ 661.66 |
| 4 pickups per week | \$ 816.04 |
| 5 pickups per week | \$ 872.39 |
| 6 pickups per week | |
| 5 cubic yard container: | |
| 1 pickup per week | \$ 249.35 |
| 2 pickups per week | \$ 477.27 |
| 3 pickups per week | \$ 705.16 |
| 4 pickups per week | \$ 933.09 |
| 5 pickups per week | \$ 1,161.01 |
| 6 pickups per week | \$ 1,388.92 |
| 6 cubic yard container: | |
| 1 pickup per week | \$ 283.35 |
| 2 pickups per week | \$ 545.24 |
| 3 pickups per week | \$ 805.05 |
| 4 pickups per week | \$ 1,064.92 |
| 5 pickups per week | \$ 1,317.41 |
| 6 pickups per week | \$ 1,425.87 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for organics services requested beyond the 90-gallon Organics service provided for in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 317.33 |
| 2 pickups per week | \$ | 613.19 |
| 3 pickups per week | \$ | 906.99 |
| 4 pickups per week | \$ | 1,200.79 |
| 5 pickups per week | \$ | 1,494.59 |
| 6 pickups per week | \$ | 1,790.48 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers

Special Service Charges

Note:

The following rates apply to all multi-family and commercial customers.

| Service Description | Rate Per Occurrence |
|--|---------------------|
| Key Charges ¹ - per container per month ² | \$ 4.83 |
| Enclosure Charges ³ - per container per month ² | \$ 6.43 |
| Gate Service Charges ⁴ - per container per month ² | \$ 8.04 |
| Long Walk Charges ⁵ - per container per month ² | \$ 12.90 |
| Maximum Charge - per container per month ² | \$ 32.26 |
| Stinger Service ⁶ (All Material) - per location, per month | |
| 1 pickup per week | \$ 27.95 |
| 2 pickups per week | \$ 55.90 |
| 3 pickups per week | \$ 83.85 |
| 4 pickups per week | \$ 111.80 |
| 5 pickups per week | \$ 139.75 |
| 6 pickups per week | \$ 167.70 |
| Container Swap Charge - After first free per year | \$ 27.95 |
| Late Fee - after 30 days from invoice date | \$ 4.42 |

¹ Key charges are allowed when container access requires the driver to carry a key and unlock a lock to empty the container. Key charges do not apply if a customer's lock is left in the unlocked position.

² Charges for key, enclosure, gate, and long walk service are not cumulative pickup charges. The contractor's rates for a customer requiring one or more of these services will be a maximum rate (as specified in the table above) as adjusted for CPI.

³ Enclosure charges are allowed when collection required removing a container from an enclosure and replacing it when emptied.

⁴ Gate service charges are allowed when collection requires opening a closed or locked gate in order to access a container.

⁵ Long walk charges are allowed when a container is placed further than 10 feet from where the collection vehicle has access.

⁶ Stinger service - Small truck retrieval of containers from hard-to-reach places (example: narrow street or small enclosures) or, from facilities in which the customer requested this service. Service is completed using regular collection vehicles. Containers are returned to the original location by the small retrieval truck.

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers

Special Service Charges

Note:

The following rates apply to all multi-family and commercial customers.

| Service Description | Rate Per Occurrence |
|--|---------------------|
| Extra Pickup ⁶ : | \$ 27.95 |
| 30-gallon container - same day service day (Solid Waste) | \$ 5.94 |
| 60-gallon container - same day service day (Solid Waste) | \$ 11.83 |
| 60-gallon container - same day service day (Recycling) | \$ 5.91 |
| 60-gallon container - same day service day (Organics) | \$ 8.87 |
| 90-gallon container - same day service day (Solid Waste) | \$ 17.74 |
| 90-gallon container - same day service day (Recycling) | \$ 8.87 |
| 90-gallon container - same day service day (Organics) | \$ 13.31 |
| 1 cubic yard - same day service day (Solid Waste) | \$ 72.99 |
| 1 cubic yard - same day service day (Recycling) | \$ 36.49 |
| 1 cubic yard - same day service day (Organics) | \$ 54.74 |
| 1.5 cubic yard - same day service day (Solid Waste) | \$ 74.71 |
| 1.5 cubic yard - same day service day (Recycling) | \$ 37.36 |
| 1.5 cubic yard - same day service day (Organics) | \$ 56.03 |
| 2 cubic yard - same day service day (Solid Waste) | \$ 86.29 |
| 2 cubic yard - same day service day (Recycling) | \$ 43.14 |
| 2 cubic yard - same day service day (Organics) | \$ 64.72 |
| 3 cubic yard - same day service day (Solid Waste) | \$ 96.29 |
| 3 cubic yard - same day service day (Recycling) | \$ 48.14 |
| 3 cubic yard - same day service day (Organics) | \$ 72.22 |
| 4 cubic yard - same day service day (Solid Waste) | \$ 107.92 |
| 4 cubic yard - same day service day (Recycling) | \$ 53.96 |
| 4 cubic yard - same day service day (Organics) | \$ 80.94 |
| 5 cubic yard - same day service day (Solid Waste) | \$ 117.89 |
| 5 cubic yard - same day service day (Recycling) | \$ 58.95 |
| 5 cubic yard - same day service day (Organics) | \$ 88.42 |
| 6 cubic yard - same day service day (Solid Waste) | \$ 129.51 |
| 6 cubic yard - same day service day (Recycling) | \$ 64.75 |
| 6 cubic yard - same day service day (Organics) | \$ 97.13 |
| 7 cubic yard - same day service day (Solid Waste) | \$ 139.48 |
| 7 cubic yard - same day service day (Recycling) | \$ 69.74 |
| 7 cubic yard - same day service day (Organics) | \$ 104.61 |

⁶ Amount added to same day services charges from non-service day pickup.

Multi-Family and Commercial
Special Services Rates

Page 2 of 4

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers

Special Service Charges

Note:

The following rates apply to all multi-family and commercial customers.

| Service Description | Rate Per Occurrence |
|---|---------------------|
| On-call bulky items pickup - per CY pickup | \$ 24.32 |
| 4 cubic yard bin (dropped off and removed within 3 days) | \$ 206.70 |
| 20 cubic yard bin (dropped off and removed within 3 days) | \$ 289.41 |
| Locking Device (one time charge for fabrication and installation) | \$ 73.64 |
| Overage Charge: | |
| 30-gallon cart (Solid Waste) | \$ 5.94 |
| 60-gallon cart (Solid Waste) | \$ 11.83 |
| 90-gallon cart (Solid Waste) | \$ 17.74 |
| 60-gallon cart (Recycling) | \$ 5.91 |
| 90-gallon cart (Recycling) | \$ 8.87 |
| 60-gallon cart (Organics) | \$ 8.87 |
| 90-gallon cart (Organics) | \$ 13.31 |
| 1 cubic yard container (All Material) | \$ 80.00 |
| 1.5 cubic yard container (All Material) | \$ 80.00 |
| 2 cubic yard container (All Material) | \$ 80.00 |
| 3 cubic yard container (All Material) | \$ 80.00 |
| 4 cubic yard container (All Material) | \$ 125.00 |
| 5 cubic yard container (All Material) | \$ 125.00 |
| 6 cubic yard container (All Material) | \$ 125.00 |
| 7 cubic yard container (All Material) | \$ 125.00 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Multi-Family and Commercial Customers Special Service Charges

Note:

The following rates apply to all multi-family and commercial customers.

| Service Description | Rate Per Occurrence | |
|---|---------------------|--------|
| Contamination Charge: | | |
| 30-gallon cart (All Material) | \$ | 5.94 |
| 60-gallon cart (All Material) | \$ | 11.83 |
| 90-gallon cart (All Material) | \$ | 17.74 |
| 1 cubic yard container (All Material) | \$ | 80.00 |
| 1.5 cubic yard container (All Material) | \$ | 80.00 |
| 2 cubic yard container (All Material) | \$ | 80.00 |
| 3 cubic yard container (All Material) | \$ | 80.00 |
| 4 cubic yard container (All Material) | \$ | 125.00 |
| 5 cubic yard container (All Material) | \$ | 125.00 |
| 6 cubic yard container (All Material) | \$ | 125.00 |
| 7 cubic yard container (All Material) | \$ | 125.00 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Homes, Multi-Family and Commercial Customers

Front Load Compactor Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

| Service Description | Rate Per Month |
|---|----------------|
| 2 cubic yard SOLID WASTE compactor: 1 pickup per week | \$ 326.23 |
| 3 cubic yard SOLID WASTE compactor: 1 pickup per week | \$ 353.52 |
| 4 cubic yard SOLID WASTE compactor: 1 pickup per week | \$ 366.24 |

| Service Description | Rate Per Month |
|---|----------------|
| 2 cubic yard RECYCLING compactor: 1 pickup per week | \$ 163.12 |
| 3 cubic yard RECYCLING compactor: 1 pickup per week | \$ 176.76 |
| 4 cubic yard RECYCLING compactor: 1 pickup per week | \$ 183.12 |

| Service Description | Rate Per Month |
|--|----------------|
| 2 cubic yard ORGANICS compactor: 1 pickup per week | \$ 244.68 |
| 2 cubic yard ORGANICS compactor: 1 pickup per week | \$ 265.14 |
| 2 cubic yard ORGANICS compactor: 1 pickup per week | \$ 274.68 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Homes, Multi-Family and Commercial Customers

Solid Waste Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Non-Compacted, Open Top Boxes) - Per Pull

| Service Description | Rate Per Haul | |
|-------------------------------------|---------------|--------|
| Solid Waste Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 282.86 |
| 30 cubic yards - per haul rate | \$ | 282.86 |
| 40 cubic yards - per haul rate | \$ | 282.86 |

| Service Description | Rate Per Ton | |
|--------------------------------------|--------------|-------|
| Solid Waste Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 78.44 |
| 30 cubic yards - per ton rate | \$ | 78.44 |
| 40 cubic yards - per ton rate | \$ | 78.44 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Homes, Multi-Family and Commercial Customers

Solid Waste Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Compactors) - Per Pull

| Service Description | Rate Per Haul | |
|-------------------------------------|---------------|--------|
| Solid Waste Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 299.01 |
| 30 cubic yards - per haul rate | \$ | 299.01 |
| 40 cubic yards - per haul rate | \$ | 299.01 |

| Service Description | Rate Per Ton | |
|--------------------------------------|--------------|-------|
| Solid Waste Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 78.44 |
| 30 cubic yards - per ton rate | \$ | 78.44 |
| 40 cubic yards - per ton rate | \$ | 78.44 |

| Service Description | Rate Per Month | |
|------------------------------------|----------------|--------|
| Solid Waste Drop Box Rental Charge | | |
| 20 cubic yards - per month | \$ | 564.69 |
| 30 cubic yards - per month | \$ | 564.69 |
| 40 cubic yards - per month | \$ | 564.69 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Homes, Multi-Family and Commercial Customers

Recycling Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Non-Compacted, Open Top Boxes) - Per Pull

| Service Description | Rate Per Haul | |
|-----------------------------------|---------------|--------|
| Recycling Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 282.86 |
| 30 cubic yards - per haul rate | \$ | 282.86 |
| 40 cubic yards - per haul rate | \$ | 282.86 |

| Service Description | Rate Per Ton | |
|------------------------------------|--------------|-------|
| Recycling Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 39.22 |
| 30 cubic yards - per ton rate | \$ | 39.22 |
| 40 cubic yards - per ton rate | \$ | 39.22 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Homes, Multi-Family and Commercial Customers

Recycling Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Compactors) - Per Pull

| Service Description | Rate Per Haul |
|-----------------------------------|---------------|
| Recycling Drop Box Hauling Charge | |
| 20 cubic yards - per haul rate | \$ 299.01 |
| 30 cubic yards - per haul rate | \$ 299.01 |
| 40 cubic yards - per haul rate | \$ 299.01 |

| Service Description | Rate Per Ton |
|------------------------------------|--------------|
| Recycling Drop Box Disposal Charge | |
| 20 cubic yards - per ton rate | \$ 39.22 |
| 30 cubic yards - per ton rate | \$ 39.22 |
| 40 cubic yards - per ton rate | \$ 39.22 |

| Service Description | Rate Per Month |
|----------------------------------|----------------|
| Recycling Drop Box Rental Charge | |
| 20 cubic yards - per month | \$ 564.69 |
| 30 cubic yards - per month | \$ 564.69 |
| 40 cubic yards - per month | \$ 564.69 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Homes, Multi-Family and Commercial Customers

Organics Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Non-Compacted, Open Top Boxes) - Per Pull

| Service Description | Rate Per Haul | |
|----------------------------------|---------------|--------|
| Organics Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 282.86 |
| 30 cubic yards - per haul rate | \$ | 282.86 |
| 40 cubic yards - per haul rate | \$ | 282.86 |

| Service Description | Rate Per Ton | |
|-----------------------------------|--------------|-------|
| Organics Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 58.83 |
| 30 cubic yards - per ton rate | \$ | 58.83 |
| 40 cubic yards - per ton rate | \$ | 58.83 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

Mobile Homes, Multi-Family and Commercial Customers

Organics Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Compactors) - Per Pull

| Service Description | Rate Per Haul |
|----------------------------------|---------------|
| Organics Drop Box Hauling Charge | |
| 20 cubic yards - per haul rate | \$ 299.01 |
| 30 cubic yards - per haul rate | \$ 299.01 |
| 40 cubic yards - per haul rate | \$ 299.01 |

| Service Description | Rate Per Ton |
|-----------------------------------|--------------|
| Organics Drop Box Disposal Charge | |
| 20 cubic yards - per ton rate | \$ 58.83 |
| 30 cubic yards - per ton rate | \$ 58.83 |
| 40 cubic yards - per ton rate | \$ 58.83 |

| Service Description | Rate Per Month |
|---------------------------------|----------------|
| Organics Drop Box Rental Charge | |
| 20 cubic yards - per month | \$ 564.69 |
| 30 cubic yards - per month | \$ 564.69 |
| 40 cubic yards - per month | \$ 564.69 |

EXHIBIT G3

INITIAL RATES FOR COLLECTION SERVICES



SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2020

City Services

Street Sweeping Service Charges

Note:

The following rates apply only to the City of Stockton.

| Service Description | Rate Per Hour |
|--|---------------|
| Unscheduled Sweeping During Scheduled Work Hours | \$ 125.00 |
| Unscheduled Sweeping Outside of Scheduled Work Hours | \$ 175.00 |

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EXHIBIT G4: IMPLEMENTATION PLAN AND SCHEDULE

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EXHIBIT G4

IMPLEMENTATION PLAN AND SCHEDULE

PUBLIC OUTREACH AND EDUCATION PROGRAM

Within the first quarter of 2020, the City and Contractors will meet and jointly develop an initial outreach and education plan.

IMPLEMENTATION OF NEW RATE SCHEDULE

The rate schedule, as approved by the Stockton City Council on November 5, 2019, will be effective January 1, 2020. Both Residential and Commercial customers must be notified of the new rate schedule, and any future rate changes, thirty (30) days in advanced of the effective date.

The City, along with Contractor input, will develop and direct mail notification of the 2020 rate schedule to Residential utility account holders. The City and Contractors will share the total cost of the residential notification mailing equally.

Contractors will develop a direct mail piece notifying their respective Commercial customers of the 2020 rate schedule and upcoming program changes. Upon City review and approval, Contractor will direct mail said notification to each Commercial utility account holder. Contractors will each be responsible for the full cost of their own Commercial customer mailing.

NEW SERVICE RATES FOR OVERAGES AND CONTAMINATION

Contractors acknowledge the 2020 rate schedule contains new service rates for Overages and Contamination that affect both Residential and Commercial customers.

An effective and consistent outreach and education plan addressing Overages and Contamination service charges will be developed within three months of the January 1, 2020 effective date. Contractors acknowledge:

- 1) Residential customers may not be charged for Overages and/or Contamination prior to the joint development and approval of an outreach and education plan. The parties agree that the intent is to develop and approve the plan before April 1, 2020.
- 2) Commercial customers may be charged for Overages and/or Contamination prior to implementation of the outreach and education plan. If a customer contests an Overage and/or Contamination charge, Contractor will provide the customer a minimum of one (1) courtesy removal of said charge(s). Customer service representatives will take the opportunity to provide information to said customer, so that the customer is aware of how to avoid future Overage and/or Contamination charges.

EXHIBIT G4

IMPLEMENTATION PLAN AND SCHEDULE

40 **SB 1383**

41
42 Within the first year of this franchise agreement, the City and Contractors will meet and jointly develop
43 an SB 1383 implementation plan.
44

45 **TRANSITION OF UTILITY BILLING**

46
47 Within the first quarter of 2020, the City and Contractors will meet to begin development of a plan to
48 transition Residential garbage service charges from the City of Stockton to each Contractor within their
49 respective service areas.

**EXHIBIT G5:
APPROVED AND CONTINGENT FACILITIES, AND
SUBCONTRACTORS**

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EXHIBIT G5
APPROVED AND CONTINGENT FACILITIES, AND
SUBCONTRACTORS

In accordance with Section 3.3 and Article 4 of the Agreement, the City has approved the following Subcontractors, Approved and Contingent Disposal Facilities, and Approved and Contingent Processing Facilities to manage the specified services and otherwise assist the Contractor in the performance of the requirements of this Agreement.

| Approved/Contingent | Facility or Subcontractor | Services |
|---------------------|---------------------------------|---|
| Approved | Forward Landfill | Landfill |
| Approved | Forward Compost Facility | Organic Processing and Composting |
| Approved | Stockton Recycling Inc. | Processing Single Stream Recycling Processing |
| Approved | Forward Landfill | Transfer Facility |
| Approved | Contract Sweeping Services, Inc | Street Sweeping |
| Approved | Downtown Stockton Alliance | Public Litter Container Collection |

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EXHIBIT H:

ANTICIPATED REQUIRED POSITIONS

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EXHIBIT H

ANTICIPATED REQUIRED POSITIONS

Positions detailed in this Exhibit H are the maximum anticipated positions needed for the provision of Recycling, Organics, and Solid Waste Collection Services and other related services in the City.

Table 1 represents management positions and **Table 2** represents non-management positions.

Table 1: Management Positions

| Position | FTE |
|-----------------------------------|------------|
| General Manager | 0.5 |
| Operations Manager | 1.0 |
| Route Supervisor | 1.0 |
| Total Management Positions | 2.5 |

Table 2: Non-Management Positions

| Position | FTE |
|--|-------------|
| Driver | 42.3 |
| Dispatcher | 1.0 |
| Container Distribution | 2.0 |
| Maintenance Supervisor | 0.5 |
| Maintenance Personnel | 3.5 |
| Controller | 0.5 |
| Customer Service Representatives | 4.0 |
| Recycling Manager | 1.0 |
| Recycling/Public Education Coordinator | 3.0 |
| Monthly Billing Staff | 4.0 |
| Other | 2.0 |
| Total Non-Management Positions | 63.8 |

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EXHIBIT I: ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

Exhibit I provides the City's existing Environmentally Preferable Purchasing Policy. City anticipates revising existing Environmentally Preferable Purchasing Policy during Term of Agreement to be in compliance with SB 1383 requirements. Contractor shall meet SB 1383-related requirements as provided in Section 4.2.F and Exhibit N (SB 1383 Requirements). Contractor may propose an alternative Environmentally Preferable Purchasing Policy subject to City approval.

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EXHIBIT I

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

| | | |
|--|-----------------------------|----------------------|
| Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY | Directive No. FIN-35 | Page No. 1 of 6 |
| | Effective Date: 12/03/07 | Revised From: N/A |

I. PURPOSE

To increase the use of environmentally preferable products and services in the City of Stockton in order to:

- conserve natural resources;
- minimize environmental impacts such as pollution and use of water and energy;
- eliminate or reduce toxics that create hazards to workers;
- support the recycling markets; and
- increase the use and availability of environmentally preferable products that protect the environment.

II. POLICY

- A. The City shall, to the extent reasonably practicable, use and require its contractors and consultants to use, environmentally preferable products with the maximum amount of recoverable materials.
- B. The City shall specify recycled content and environmentally preferable products unless such products do not perform satisfactorily and/or are not cost effective. The priority for purchasing recycled content products shall be as follows:
 1. The highest percentage of recycled content of "post-consumer recovered material," available in the marketplace; and
 2. The highest percentage of "pre-consumer recovered material," available in the market place.
- C. The City shall solicit the use of recycled content and other environmentally preferred products in its procurement documents.
- D. The City shall ensure that specifications and performance standards for goods and services do not require the use of products made from virgin materials nor specifically exclude the use of environmentally preferable products.
- E. The City shall procure environmentally preferable goods and services where environmental criteria have been established by the United States Environmental Protection Agency or other widely recognized authorities.

EXHIBIT I

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

| | | |
|--|-----------------------------|----------------------|
| Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY | Directive No. FIN-35 | Page No. 2 of 6 |
| | Effective Date: 12/03/07 | Revised From: N/A |

- F. The City shall integrate environmental factors into the City's buying decisions, when practicable. Examples include but are not limited to:
- purchasing non-emergency fleet vehicles and equipment that provide, whenever practicable, the best available net reduction in vehicle fleet emissions;
 - replacing disposables with re-usable, recyclable, or compostable goods;
 - considering life cycle economics;
 - considering impacts and threats of harm to human health or the environment; and
 - evaluating, as appropriate, the environmental performance of vendors in providing products and services.
- G. All City departments shall practice waste prevention and recycling.

DEFINITIONS

Environmentally Preferable Products and Services refers to products and services that have a lesser or reduced negative effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, and/or disposal of the product.

Recycling means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

Waste Prevention means any action undertaken by an individual or organization to eliminate or reduce the amount of toxicity of materials before they enter the municipal solid waste stream. This action is intended to conserve resources, promote efficiency and reduce pollution.

Practicable means sufficient in performance.

Recycled Products are products manufactured with waste material that has been recovered or diverted from the waste stream. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a

EXHIBIT I

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

| | | |
|--|-----------------------------|----------------------|
| Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY | Directive No. FIN-35 | Page No. 3 of 6 |
| | Effective Date: 12/03/07 | Revised From: N/A |

final consumer), industrial scrap, manufacturing waste, and/or other waste that otherwise would not have been utilized.

Post-consumer recovered materials are finished materials that would normally be disposed of as solid waste, having completed its life cycle as a consumer item.

Examples of post-consumer recovered materials include, but are not limited to: old newspapers, office paper, yard waste, steel and/or aluminum cans, glass, plastic bottles, oil, asphalt, concrete and tires.

Pre-consumer recovered materials are materials or by-products generated after manufacturing of a product is completed, but before the product reaches the end-use consumer. Examples of pre-consumer recovered materials include, but are not limited to: obsolete inventories of finished goods, rejected unused stock and paper wastes generated during printing, cutting and other converting operations.

Life Cycle Economics means the identification and inclusion of all direct and indirect costs associated with a particular product or material. This includes the initial cost of purchase, anticipated maintenance and repair and the direct and indirect disposal costs associated with the disposal or removal of the product at the end of its useful life.

III. ENVIRONMENTALLY PREFERABLE PRODUCTS

The following product lines are initially designated as areas of focus for environmentally preferable purchases:

- A. Printing and writing papers including all imprinted letterhead paper, envelopes, copy paper, and business cards shall contain a minimum of 30 percent post-consumer recycled content.
- B. Paper products including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders, and other products composed largely of paper.
- C. Remanufactured laser printer toner cartridges and remanufactured or refillable inkjet cartridges.
- D. Re-refined antifreeze including on-site antifreeze recycling.
- E. Re-refined lubricating and hydraulic oils.

EXHIBIT I

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

| | | |
|---|---|------------------------------------|
| Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY | Directive No. FIN-35 | Page No. 4 of 6 |
| | Effective Date: 12/03/07 | Revised From: N/A |

- F. Recycled plastic outdoor wood substitutes including plastic lumber, benches, fencing, signs, and posts.
- G. Recycled content construction, building and maintenance products, including plastic, lumber, carpet, tiles and insulation.
- H. Recrushed cement concrete aggregates and asphalt.
- I. Cement and asphalt concrete containing tire rubber, glass cullet, recycled fiber, plastic, fly ash or other alternative products.
- J. Retreaded tires and products made from recycled tire rubber including rubberized asphalt, playground surfaces and fatigue mats.
- K. Compost, mulch and other organics including recycled biosolid products.
- L. Remanufactured paint.
- M. Janitorial cleaning supplies.
- N. Other products that may be designated.

IV. WASTE PREVENTION PRACTICES

A Recycling Team, comprised of department representatives, shall be established to increase waste reduction and recycling practices in all City departments. City staff shall be required to reduce their consumption of resources by incorporating the following practices into their daily activities:

- A. Consider durability and reparability of products prior to purchase.
- B. Conduct routine maintenance on products/equipment to increase the useful life.
- C. Use back-to-back features on laser printers and copiers. Specify back-to-back on all print jobs wherever practical.
- D. Send and store information electronically when possible. This includes e-mail, web site, and electronic fax

EXHIBIT I

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

| | | |
|--|-----------------------------|----------------------|
| Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY | Directive No. FIN-35 | Page No. 5 of 6 |
| | Effective Date: 12/03/07 | Revised From: N/A |

- E. Review records retention policies and implement document imaging systems.
- F. Other waste prevention practices that further the goals of this policy.

V. RESPONSIBILITIES OF ALL DEPARTMENTS

Each department shall be responsible for the implementation of this policy and shall:

- A. On a quarterly basis, the Recycling Team department representatives shall report to the City Manager's Office their progress of policy implementation including the types of environmentally preferable products purchased, successes, pitfalls, and changes.
- B. Practice waste prevention and source reduction whenever possible.
- C. Continue to utilize recycling programs and expand them where possible.
- D. Procure recycled products whenever practicable.
- E. Develop, evaluate and maintain information about environmentally preferable and/or recycled products containing the maximum practical amount of recycled materials. Share information with other departments when potential use of a product exists.
- F. Develop specifications used in bids/request for proposals, aimed at eliminating barriers to recycled-content products, such as outdated or overly-stringent product specifications and specifications not related to product performance.
- G. Ensure the bid documents require environmental preferred alternatives whenever practical.
- H. Educate and promote this policy through appropriate staff and the use of the City's Intranet.

VI. RESPONSIBILITIES OF ADMINISTRATIVE SERVICES PURCHASING DIVISION

The Purchasing Division shall:

EXHIBIT I

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

| | | |
|--|-----------------------------|----------------------|
| Subject: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY | Directive No. FIN-35 | Page No. 6 of 6 |
| | Effective Date: 12/03/07 | Revised From: N/A |

- A. Maintain and use information, furnished by its vendors, about environmentally preferable and recycled products containing the maximum practical amount of recycled materials and encourage Departments to purchase such products whenever possible.
- B. Provide Departments with vendor furnished information about recycled products and environmental procurement opportunities.
- C. Inform vendors of the City's Environmentally Preferable Procurement Policy.
- D. Structure applicable contracts to offer and/or feature recycled-content products whenever possible (e.g., office supplies, lubricating oils and janitorial supplies).
- E. Encourage development of specifications used in bids/request for proposals aimed at eliminating barriers to recycled-content products, such as outdated or overly stringent product specifications and specifications not related to product performance. All bids/request for proposals shall encourage vendors to offer recycled products whenever practical.

VII. EXEMPTION

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

APPROVED:


J. GORDON PALMER, JR.
CITY MANAGER

EXHIBIT J: RESERVED

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EXHIBIT K: STREET SWEEPING SERVICES

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EXHIBIT K

STREET SWEEPING SERVICES

1. COMMERCIAL AND RESIDENTIAL ROADWAY SWEEPING

A. General

The Contractor is solely responsible for the provision of street sweeping services, whether provided by the Contractor, by a third party Subcontractor, or by an affiliate or related party, and in compliance with Section 3.3 of the Agreement. Contractor, and not the City, shall at all times be the primary point of contact for, and with the Subcontractor. Provision of street sweeping services includes all materials and labor to sweep Residential and Commercial streets and main arterial streets, utilizing approved vacuum and/or regenerative air sweepers.

The Contractor shall provide sweeping services for the eight (8) foot area which is measured from the normal Curb lines, whether such Curb exists or not, of every Public Street in the scope of work towards the center of such streets, along with all public parking lots, roadway dividers and medians, as such areas exist as of the Effective Date or are added to the City limits during the Term of this Agreement.

B. GPS Tracking

The Contractor shall provide GPS units in all sweeper vehicles. The Contractor shall provide the City with access to the GPS software directly in real-time and to on-line reports of past activity, which will confirm streets swept, and routes completed, verify miles per hour speed limit, etc.

C. Route Maps and Parking Lot Sweeping Schedule

No later than February 1, 2020, Contractor shall provide street sweeping route maps and a parking lot sweeping schedule to the City in both electronic format and hardcopy. Contractor shall provide updated route maps and parking lot schedules throughout the Term of the Agreement within twenty (20) Working Days of Contractor, or of City-directed changes. Contractor shall provide annual parking lot sweeping schedule by December 1st of each calendar year. Contractor may not change the number of times per year that a parking lot is swept, the day that a street is swept, or the hours (day vs. night) that a street is swept, without prior approval from the City.

D. Work Schedules and Shifts

In the performance of this Agreement, the Contractor must follow Applicable Law, including all applicable labor codes and laws and Department of Transportation regulations which govern the number of hours that an employee can work without rest, and will schedule employees with sufficient rest between shifts to ensure safe and effective operations.

EXHIBIT K

STREET SWEEPING SERVICES

E. Sweeping Day Schedule

Contractor must conform to the sweeping day schedule in place on the Effective Date, which coordinates with Residential Discarded Materials Collection days. This schedule is pre-set and cannot be changed without prior approval from the City. The Contractor shall maintain the following schedule for street sweeping services, such that no Residential street in the City shall receive Discarded Materials Collection service and street sweeping service on the same day of the week.

| Weekly Discarded Materials Collection Day | Street Sweeping Day |
|---|---------------------|
| Monday | Tuesday |
| Tuesday | Wednesday |
| Wednesday | Thursday |
| Thursday | Friday |
| Friday | Monday |

Maps showing the sweeping day schedule for all Public Streets, to be provided by the Contractor as noted above, shall be considered part of this Exhibit K. These maps also specify which weeks of the month each street shall be swept during bi-weekly sweeping months (e.g., first and third Monday of each month.) Contractor must receive prior written authorization from the City Contract Manager to change this schedule.

Contractor shall sweep all streets on their scheduled route days. If Contractor experiences a breakdown, or other situation which prevents the completion of daily scheduled street sweeping services, Contractor shall notify City Contract Manager immediately and provide a plan for completing the sweeping as soon as possible. The City may assess Liquidated Damages if Contractor fails to sweep at least ninety percent (90%) of the daily scheduled sweeping services on a scheduled street sweeping day, in accordance with Exhibit F.

Contractor shall sweep the downtown area sweeping based on the City-directed schedule, which as of the Effective Date is weekly on Monday, Wednesday, and Friday.

Contractor acknowledges the importance of sweeping streets on the scheduled day as the City and Contractor ask residents not to park their vehicles on the street on the scheduled day to improve the effectiveness of street sweeping.

F. Working Days and Holidays

Normal Working Days shall be Monday through Friday, five (5) days a week except for Holidays. Sweeping of Commercial / arterial routes scheduled for a Monday may commence at 10:00 p.m. the preceding Sunday night. Any other work done on weekends or Holidays must be approved in advance by the City. Contractor shall provide a make-up sweep for any streets that are not swept on a Holiday. The make-up sweep shall be provided on a day mutually agreed to by the Contractor and City. Contractor shall recognize the same Holidays for both street sweeping and Discarded Materials Collection.

EXHIBIT K

STREET SWEEPING SERVICES

G. Working Hours

Residential streets shall be swept, at two hundred (200) feet or less from Residential Premises, between 5:00 a.m. and 6:00 p.m., and Commercial/arterial streets and City parking lots shall be swept at night between the hours of 10:00 p.m. and 7:00 a.m., unless otherwise approved by the City Contract Manager. Throughout the Term of this Agreement the City may adjust sweeping hours, and which streets are swept at night, as opposed to daytime, in order to respond to resident concerns regarding noise, and to ensure that the sweepers can avoid heavy traffic and operate safely and efficiently.

In instances of rainy weather, the City may postpone or cancel sweeping services during heavy and persistent rainstorms. The City may work with the Contractor to agree upon a make-up schedule for missed areas.

H. Street Sweeping Frequency

Contractor shall provide bi-weekly (twice per month) street sweeping services during the months of January through September, and weekly (four times per month) street sweeping services during the months of October through December for all Public Streets in the City. The beginning date of the three-month period of weekly sweeping may be adjusted by the City based upon the timing of the leaf fall each year. City shall provide at least two (2) weeks' notice regarding the commencement of weekly sweeping. Contractor shall perform weekly sweeping for each street on the same day of the week as bi-weekly sweeping (e.g., a street swept on the first and third Monday of the months of January through September would be swept every Monday – up to four Mondays per month - October through December).

I. Street Sweeping Staffing

Contractor is required to ensure that a minimum of four (4) full-time operators (FTEs) perform City street sweeping services (not including parking lots) during the months of October through December, and a minimum of two (2) full-time operators (FTEs) to perform City street sweeping (not including parking lots) during the months of January through September. Contractor's operators shall be fully licensed, trained, qualified, and familiar with the sweepers being used.

J. Vehicles/Equipment

No later than June 1, 2020, Contractor shall provide at least two (2) new street sweepers for use in the City pursuant to this Agreement, and shall promptly inform the City once they are put into service. Contractor shall provide proof of vehicle order prior to January 1 2020.

These vehicles shall be high-power vacuum sweepers or regenerative air or broom sweepers each with a hopper capacity of at least six (6) cubic yards. These two (2) sweepers shall be replaced with two (2) new sweepers of the same specifications at the beginning of Rate Period Six of this Agreement.

Any other sweepers used to perform services pursuant to this Agreement shall be vacuum/regenerative air sweepers no older than five (5) years. During the seasonal leaf Collection only, Contractor may use older equipment (up to 5-7 years old) to supplement existing, newer sweepers. All equipment must be

EXHIBIT K

STREET SWEEPING SERVICES

CARB compliant. Sweeper vehicles are to be maintained in proper working order at all times, with sufficient back-up vehicles to ensure service coverage. Contractor shall provide City with a current vehicle inventory, in a format determined by the City, upon City request.

Broom sweepers will be allowed on an as-needed basis only, and only when prior approval is received from the City Contract Manager.

Street Sweepers shall comply with all current emissions and air quality requirements.

All sweeping equipment shall be numbered for identification, have proper safety markings in accordance with State Vehicle Code and approved by the City Contract Manager, and shall have the name and local telephone number of the Contractor.

All sweepers shall be properly registered in the State of California and insured in accordance with State laws.

The Contractor shall maintain a sufficient supply of spare tires, brooms, and other parts and accessories, and reserve or replacement equipment sufficient to perform the services in a timely manner.

In the event a sweeper breaks down in the field, it is the responsibility of the Contractor to contact the City Contract Manager and provide a substitute within two (2) hours of the break down in order to complete the zone, as scheduled. The Contractor is responsible for towing their sweepers.

K. Debris Removal

Contractor shall sweep all loose debris along Curbs and bike lanes, including center median islands, intersections, and corners from cross streets intersecting the subject street. Classification of debris includes, but is not limited to: leaves, rocks, glass, litter, mud, concrete, and sand along all Curbs and bike lanes. Contractor shall ensure that each Curb be debris free following provision of sweeping service. A double pass is required in the event that debris is left behind (for no additional compensation).

Contractor shall operate so as to prevent the accumulation of debris piles ("windrows" or "doglegs") in intersections, at the tips of medians, and other places just outside of the normal path of traffic. At least once per calendar quarter, on a night route, Contractor shall sweep all major intersections using a "figure-eight" or similar pattern to eliminate such "windrows." During the fourth calendar quarter only, "figure-eight" sweeping of all major intersections shall be performed after completion of the seasonal leaf Collection.

L. Obstructions

Contractor will be required to log, and report to the City on a pre-determined frequency, all trees, shrubs and/or bushes that are obstructing the public right-away (not limited to obstructions pertaining to the provision of street sweeping services), including but not limited to: sidewalks, streets, street signs, and traffic signals. The log should provide the address and detailed location of the obstruction. The City will

EXHIBIT K

STREET SWEEPING SERVICES

then initiate trimming notices to private property Owners requiring removal and/or trimming of the obstruction.

The Contractor shall immediately clean-up and report, or if unable to clean-up, then report to the City any and all conditions related to street sweeping which may tend to create unsafe or hazardous conditions.

M. Illegal Dumping

The Municipal Code prohibits anyone from placing leaves, Yard Trimmings, or other debris onto Public Streets. Residents and landscapers may not blow or rake leaves into the Public Street. Contractor shall report to City the address and/or vehicle description/license plate of any such suspected illegal dumping. The City may then initiate Code Enforcement action.

N. Dust Control

All sweepers must have and use water nozzles to prevent dust. At all times, the proper volume of water will be applied by the sweeper to control dust during sweeping.

O. Sound Control

The noise level from the Contractor's operation shall not exceed the City's noise standards as provided in Chapter 16.60 of the Municipal Code, including as it may be modified in the future. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

P. Call Backs

When, at the discretion of the City Contract Manager, a section of street or a City parking lot is inadequately swept, the Contractor shall, within twenty-four (24) hours of notification from the City, re-sweep the section in question for no additional compensation, or pay Liquidated Damages in accordance with Exhibit F.

Notification from the City includes Complaints, submitted through the City's Customer Response Management (CRM) system.

Q. Complaints from the Public

The Contractor shall be responsible for receiving and resolving Customer calls related to street sweeping services. Contractor shall accept street sweeping Complaints and requests from the public using the same phone number and email address used for Discarded Materials Collection services. Contractor shall display this phone number on all sweepers operating in the City. The provisions of Section 4.10 of this Agreement, which apply to the handling, tracking, and reporting of Discarded Materials Collection inquiries shall apply to street sweeping inquiries as well.

EXHIBIT K

STREET SWEEPING SERVICES

The Contractor will be required to respond to service issues via City's online Customer Request Management (CRM) system for quality assurance purposes. City shall provide Contractor with access to Complaint tracking system with the ability to view and respond to requests within twenty-four (24) hours. Regular meetings may also be scheduled to evaluate the provision of services and contract progress.

R. Public Education

Contractor shall notify all affected homes located on Public Streets of the following street sweeping schedule changes, through direct mail, a post on the Contractor's website or another method approved in advance by the City Contract Manager:

- Annual change from two-times-per-month sweeping to four-times-per-month sweeping during the leaf fall
- Annual change from four-times-per-month sweeping weekly to two-times-per-month sweeping after the leaf fall
- Temporary change in scheduled sweep day due to a Holiday (no sweeping on Holiday and the scheduled make-up day)
- Any permanent change in scheduled sweep day (if approved by the City)

Contractor may produce and distribute an annual Residential street sweeping calendar to meet the public education requirements, subject to prior City approval.

Contractor's website shall contain a link to the searchable street sweeping day map on the City's website. Upon City request, Contractor shall host the searchable street sweeping day map on Contractor's website.

S. Speed/Direction of Vehicles

The Contractor shall, at all times during sweeping, operate the sweeper at no more than eight (8) miles per hour.

The Contractor shall perform operations so that sweepers are traversing their routes in the normal direction of traffic, with the exception of the quarterly "figure 8" sweeping of intersections to prevent debris build-up ("windrows") noted under Debris.

T. Protection of Vegetation and Property

The Contractor shall not deface damage or remove any trees, shrubs or other vegetation, nor any other private or public property. Contractor shall repair or restore, to their original condition, trees or other landscape features scarred or damaged by equipment or operations of the Contractor. Likewise, damage to any other private and/or public property shall be the responsibility of the Contractor. The Contractor will obtain approval for repair and restoration from the City Contract Manager prior to the initiation of such work.

EXHIBIT K

STREET SWEEPING SERVICES

U. Water Meter Requirement

The Contractor shall obtain a bulk water meter from the two (2) water districts within the City of Stockton (City of Stockton and the California Water Service Company) for its sweeping operation. Any fees or charges for the water meter and the cost of water used shall be paid by the Contractor. The Contractor's street sweepers shall be equipped with the proper spanner wrench for the opening and closing of all City water hydrants.

V. New Streets

Upon notice to proceed from the City, Contractor shall sweep any new Public Streets that are constructed and accepted by the City during the Term of the Agreement.

2. PARKING LOT SWEEPING

Contractor shall sweep City-owned parking lots identified in this Exhibit K at the specified frequencies.

| NAME | ADDRESS | SWEEPING DAY | FREQUENCY | SQUARE FOOTAGE |
|--|-------------------------------|--------------|------------|----------------|
| American / Main Lot | 24 N American St | Wednesday | Bi-Monthly | 38,160* |
| American / Weber Lot | 25 N American St | Wednesday | Bi-Monthly | 18,656* |
| Anderson Park | El Dorado and Duncan Ave | Wednesday | Bi-Monthly | 23,000 |
| California / Weber Lot | 27 N California St | Wednesday | Bi-Monthly | 17,384* |
| Channel / California Lot | 208 N California St | Wednesday | Bi-Monthly | 8,440* |
| City Hall | 425 N. El Dorado St | M - W - F | Weekly | 33,000** |
| Grupe Park | Cumberland Pl | Wednesday | Bi-Monthly | 27,600 |
| Lindsay / Hunter Lot | SW corner of Lindsay / Hunter | Wednesday | Bi-Monthly | 16,960* |
| McKinley Park (East) | 9th and California | Wednesday | Bi-Monthly | 28,400 |
| McKinley Park (North) | 8th and El Dorado | Wednesday | Bi-Monthly | 6,500 |
| McKinley Park (West) | 9th and El Dorado | Wednesday | Bi-Monthly | 22,800 |
| Nelson Park | 3755 Bridlewood Ci | Wednesday | Bi-Monthly | 13,200 |
| Oak / Center Lot | 601 N Center St | Wednesday | Bi-Monthly | 43,248* |
| Oak Park - Community Center / Ice Rink | 3545 Alvarado Ave | Wednesday | Bi-Monthly | 173,000 |
| Oak Park - Softball | 3600 N Sutter St | Wednesday | Bi-Monthly | 80,800 |

EXHIBIT K STREET SWEEPING SERVICES

| NAME | ADDRESS | SWEEPING DAY | FREQUENCY | SQUARE FOOTAGE |
|-----------------------------|----------------------------|-----------------------|------------|----------------|
| Sandman Park | Waudman Ave and Don Ave | Wednesday | Bi-Monthly | 16,800 |
| Seifert Community Center | 128 W Benjamin Holt Dr | Wednesday | Bi-Monthly | 31,600 |
| Sutter / Market Lot | 75 S Sutter St | Wednesday | Bi-Monthly | 33,072* |
| Swenson Golf Course | 6803 Alexandria Pl | Wednesday | Bi-Monthly | 86,500 |
| Van Buskirk Park | Houston Ave | Wednesday | Bi-Monthly | 78,600 |
| Victory Park | 1001 N Pershing Ave | Wednesday | Bi-Monthly | 18,000 |
| Weber Point Event Center | Center / Miner | Wednesday | Bi-Monthly | 35,000 |
| Miracle Mile | Btwn Castle & W Adams | Thursday | Bi-Monthly | 9,900 |
| Miracle Mile | Btwn W Adams & Pine | Thursday | Bi-Monthly | 10,900 |
| Miracle Mile | Beverly Pl | Thursday | Bi-Monthly | 11,700 |
| Miracle Mile | Btwn Cleveland & Wyandotte | Thursday | Bi-Monthly | 11,300 |
| Miracle Mile | Dorris Pl | Thursday | Bi-Monthly | 8,900 |
| Miracle Mile | Concord Ave | Thursday | Bi-Monthly | 10,400 |
| Miracle Mile | Btwn W Maple & Alder | Thursday | Bi-Monthly | 10,700 |
| Miracle Mile | Btwn Alder & Walnut St | Thursday | Bi-Monthly | 6,400 |
| Miracle Mile | Off W Walnut St | Thursday | Bi-Monthly | 4,900 |
| Miracle Mile | Off Elm St | Thursday | Bi-Monthly | 5,000 |
| Arnold Rue Community Center | 5758 Lorraine Ave | No service needed now | | 38,500 |
| Barkleyville Dog Park | 5505 Feather River Dr | No service needed now | | 12,600 |
| Brooking Park | 4505 Nugget Ave | No service needed now | | 3,240* |
| Buckley Cove | 4980 Buckley Cove Wy | No service needed now | | 137,376* |
| Equinoa Park | 9491 Glacier Point Dr | No service needed now | | 27,900 |

EXHIBIT K

STREET SWEEPING SERVICES

| NAME | ADDRESS | SWEEPING DAY | FREQUENCY | SQUARE FOOTAGE |
|-------------------------------|------------------------------|-----------------------|-----------|----------------|
| Faklis Park | 5250 Cosumnes Dr | No service needed now | | 26,900 |
| Louis Park | 3121 Monte Diablo Ave | No service needed now | | 3,800 |
| Louis Park / Boat Ramp | 3121 Monte Diablo Ave | No service needed now | | 52,000 |
| Louis Park / Pixie Woods | 3121 Monte Diablo Ave | No service needed now | | 64,500 |
| Louis Park / Softball Complex | 3121 Monte Diablo Ave | No service needed now | | 100,400 |
| Misasi Park | 9820 Ronald E McNair Way | No service needed now | | 62,700 |
| Morelli Park | Weber Ave / Stockton Channel | No service needed now | | 69,536* |
| Panella Park | Winslow Way off Lorraine Ave | No service needed now | | 16,200 |
| PE Weston Park (North Lot) | 3641 EWS Woods Blvd | No service needed now | | 26,900 |
| PE Weston Park (South Lot) | 3641 EWS Woods Blvd | No service needed now | | 9,000 |
| Police Department - North | 22 E. Market St | No service needed now | | 26,600 |
| Sherwood Park | 100 W Robinhood Dr | No service needed now | | 19,080* |
| Stribley Community Center | 1760 E Sonora St | No service needed now | | 18,500 |
| Van Buskirk Community Center | 734 Houston Ave | No service needed now | | 34,500 |
| Van Buskirk Golf Course | 1741 Houston Ave | No service needed now | | 60,300 |
| Williams Brotherhood Park | 2040 S Airport Way | No service needed now | | 54,300 |

* Square footage was calculated from car park positions

** Swept in conjunction with the Downtown street sweeping area

EXHIBIT K STREET SWEEPING SERVICES



EXHIBIT K

STREET SWEEPING SERVICES

Parking lots shall be swept using a vehicle(s) approved in advance by the Contractor. The Contractor will sweep the entire parking lot, conforming to all specifications as listed in, but not limited to the specifications outlined in "Commercial and Residential Roadway Sweeping" above, and including all safety and legal guidelines as specified in this document.

Contractor's sweeper operator shall use a blower to remove leaves and other debris from behind parking stops and from the Curbs and corners of each parking lot before sweeping. The quality of parking lot sweeping shall meet standards approved by the City.

Parking lots will be swept at night between the hours of 10:00pm and 7:00am.

Contractor shall sweep any new City-owned parking lots that are constructed and accepted by the City during the Term of the Agreement. Contractor shall be compensated for new parking lot sweeping additions at an initial approved hourly Rate of \$75.00 per hour with a minimum of two (2) hours per sweep.

3. UNSCHEDULED SWEEPING

Unscheduled sweeping includes any street or parking lot sweeping outside of the regular schedules established in this Exhibit K. Contractor shall invoice the City directly for unscheduled sweeping using the authorized hourly Rates established in Exhibit G3, rounded up to the nearest half-hour.

There are two hourly Rates for unscheduled sweeping: A Rate for unscheduled sweeping during scheduled work hours - when a sweeper is already scheduled to be working in the City (day or night) and can be dispatched from the route - and a Rate for unscheduled sweeping outside of scheduled work hours when a sweeper would have to be dispatched specifically for the request.

The initial approved hourly Rate for Unscheduled Sweeping During Scheduled Work Hours shall be one hundred twenty five dollars per hour (\$125), and shall be adjusted for Rate Year One, and annually thereafter by the Annual Percentage Change in the CPI-U.

The initial approved hourly Rate for Unscheduled Sweeping Outside of Scheduled Work Hours shall be one hundred seventy five dollars per hour (\$175), and shall be adjusted for Rate Year One, and annually thereafter by the Annual Percentage Change in the CPI-U.

A. Non-Emergency Unscheduled Sweeping

Non-emergency unscheduled sweeping may include street and parking lot sweeping for special events, parades, running events, festivals, etc. or to remove non-emergency spills or leaf accumulation. Contractor shall provide un-scheduled non-emergency sweeping within forty-eight (48) hours of request from the City Contract Manager.

EXHIBIT K

STREET SWEEPING SERVICES

B. Emergency Unscheduled Sweeping

Emergency unscheduled sweeping is required for such events as flooding, clean-up after auto accidents, and spills which pose an immediate road hazard. The City may request emergency unscheduled sweeping at any time ("24-7"). The Contractor will be expected to respond to the necessary location in the City within one (1) hour of the initial call from City staff with all necessary equipment on hand to complete services requested. Failure to respond within one (1) hour may result in Liquidated Damages in accordance with Exhibit F.

Response to accident clean-ups may include hazardous materials clean-up (e.g., automotive fluids), and Contractor shall utilize proper personal protective equipment and properly handle and Dispose of any hazardous materials.

Contractor shall provide the City with an emergency street sweeping list of the Contractor's sweeping emergency contacts, including sweeping supervisors and drivers, and their names, telephone numbers, and any specific instructions for dispatching emergency sweeping services. This shall include a phone number(s) that the City may call at any time of day or night on any day of the week to request emergency sweeping services. City will provide the Contractor with a list of City employees authorized to request emergency sweeping services.

C. Emergency Unscheduled Sweeping During Scheduled Workhours.

If Contractor's sweeper is working in the City during scheduled work hours (either a day route or a night route) and the City requests unscheduled emergency sweeping services, Contractor's sweeper shall leave the route to provide the emergency services, and the hourly Rate for "Unscheduled Sweeping During Scheduled Work Hours" shall apply. The hours subject to the Rate will begin when the sweeper leaves the route and end when the sweeper returns to the route. Contractor shall respond to the necessary location in the City within the maximum hourly response time after the initial call from City staff. If the sweeper is done for the day after providing emergency services and does not return to the route, the hours subject to the Rate will end when the emergency services are completed. There shall be no minimum number of hours charged. If Contractor's sweeper is in the City performing scheduled sweeping services and is dispatched to perform emergency street sweeping services before the scheduled sweeping services are completed, Liquidated Damages for failure to complete the scheduled services will not apply, and City and Contractor shall mutually agree on a completion date/time for the scheduled sweeping services.

D. Emergency Unscheduled Sweeping Outside of Scheduled Workhours.

If the City requests emergency unscheduled sweeping during a time when Contractor's sweepers are not working in the City, Contractor shall respond to the necessary location in the City within the maximum hourly response time after the initial call from City staff, and the hourly Rate for "Unscheduled Sweeping Outside of Scheduled Work Hours" shall apply. The hours subject to the Rate will begin when the sweeper leaves its maintenance yard/storage location or route in another city to respond and shall end when the sweeper has returned to its maintenance yard/storage location or route in another city. The minimum hours charged shall be one (1) hour.

EXHIBIT K

STREET SWEEPING SERVICES

4. MATERIALS DISPOSAL

Contractor is responsible for the proper management of all Collected materials.

If the Contractor Collects material from the streets of the City that is deemed to be hazardous or toxic by a certified testing firm or landfill operator, the Contractor will be responsible for the safe and legal Disposal of the material, including all associated costs.

5. COMPLIANCE ACTIVITIES

In addition to monthly and annual street sweeping reporting requirements as specified in Exhibits D and K, compliance activities related to stormwater management shall include:

1. Conduct biannual assessments on a representative sample of the Solid Waste and debris Collected that differentiates Solid Waste, sediments, and Organic Material volume, weight, miles driven, speed of equipment, and type of equipment, and provide a calibrated formula for annual reporting with supporting documentation;

2. Provide monthly and annual reporting that differentiates Solid Waste, sediments, and Organic Material – volume, weight, miles driven, speed of equipment, and type of equipment.

Other requirements are:

3. Conduct study to determine if street sweeping equipment (if more than one type of equipment is used, a study for each type of equipment must be conducted) is depositing Solid Waste and debris, sediments, and or Organic Material into the catch basins along the route;

4. Any change in the speed of operations would automatically trigger new studies for formula calibrations, and whether additional catch basins impacts are occurring;

5. During seasonal events (i.e., leaf Collection) or special events, conduct a study to determine if street sweeping equipment (if more than type of equipment is used, a study for each type of equipment must be conducted) is depositing Solid Waste and debris, Organic Material, and sediments into the catch basins along the route;

6. If street sweeping equipment is depositing Solid Waste and Organic Material and sediments into the catch basins, a clean out schedule shall be introduced into the contract along with reporting of catch basins cleaned, Solid Waste, sediments, and Organic Material utilizing volume, weight miles driven, and type of equipment.

7. Provide enhanced sweeping of the downtown area on a City-directed schedule, which as of the Effective Date is provided weekly on Monday, Wednesday and Friday.

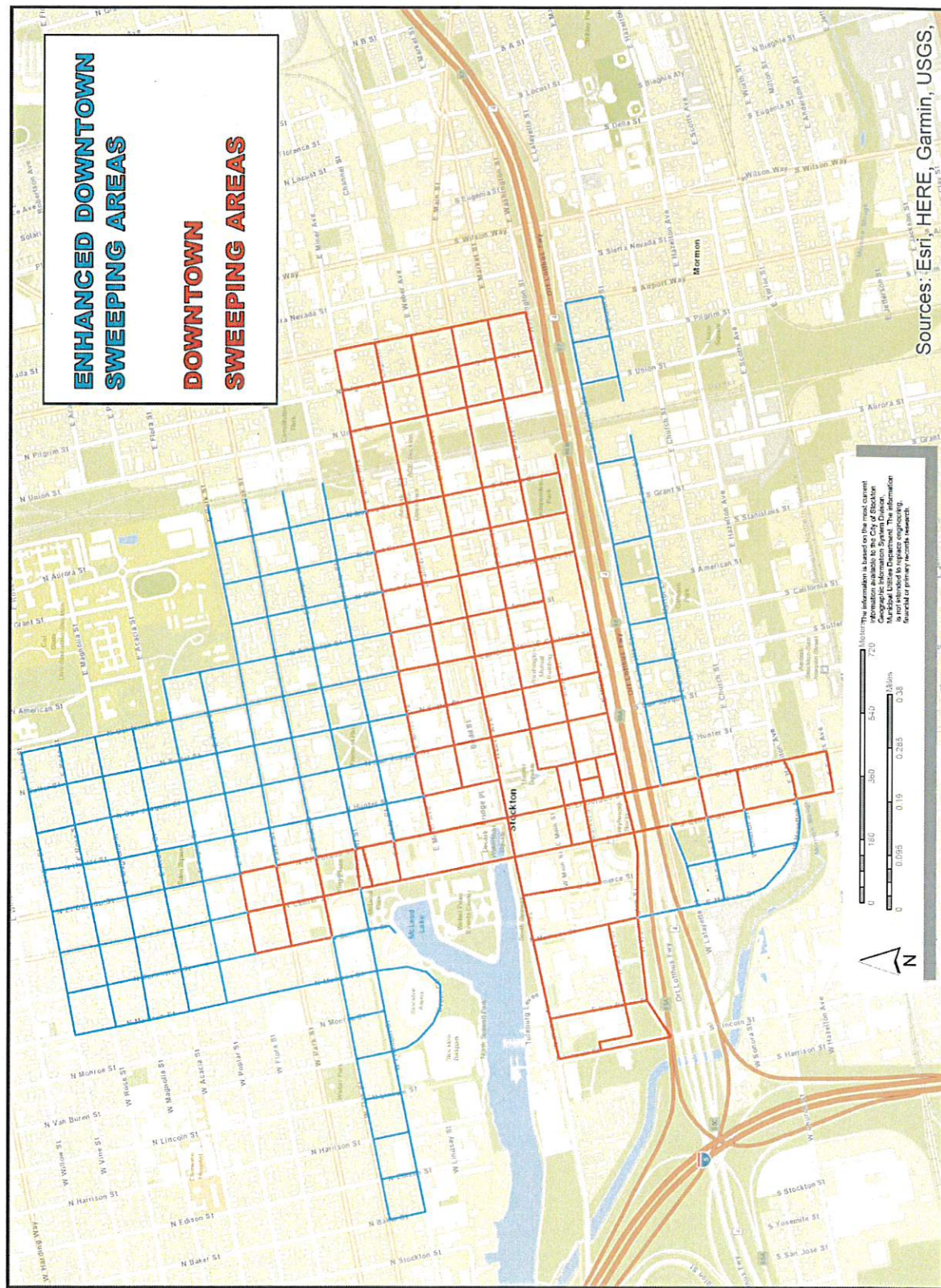


EXHIBIT L: COOPERATION AGREEMENT

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EXHIBIT L

COOPERATION AGREEMENT

1. Each Contractor will provide collection services, port-a-let (mobile toilet facilities) and hand washing units for up to five (5) City-sponsored one-day special events each calendar year. Special event services will alternate between each Contractor beginning first with Sunrise Sanitation, followed by USA Waste and so on.
2. Contractors will work jointly with each other and the City of Stockton to provide up to five (5) one-day code enforcement cleanup events each calendar year. Each Contractor shall provide one (1) roll-off truck with a forty (40) cubic yard box and a compacting truck, rear load or front load, at each code enforcement cleanup event.
3. Each Contractor will provide up to five (5) community clean-ups per calendar year. Community clean-ups services will alternate between each Contractor beginning first with Sunrise Sanitation, followed by USA Waste and so on.
4. Contractors will work jointly with each other and the City of Stockton to provide up to four (4) Recycling Drop-Off events each calendar year as outlined in Exhibit B5.
5. Each Contractor will provide up to two (2) Compost Give-Away events each calendar year as outlined in Exhibit B5. The Compost giveaway events may be provided on the same day as the Recycling Drop-off events. If so, the Compost supply will alternate between each Contractor beginning first with Sunrise Sanitation, followed by USA Waste and so on.
6. Contractors shall service public litter and recycling containers on their respective side of the franchise territory. Street sweeping, including downtown and city lots, will be split along the franchise boundary line.
7. Contractors will provide collection services to City facilities as outlined in Exhibit B4. Contractors will split services by franchise boundary lines. City services listed below, located in the Sunrise Sanitation service territory, will be serviced by USA Waste.
 - a. Victory Park
 - b. American Legion Park
 - c. Stuart Gibbons Park
 - d. Sandman Park
 - e. Buckley Cove
8. Annexations will be awarded to the Contractor, which services the franchise territory. Contractors and City at the request of the Contractor will evaluate billed residential units each five (5) years, beginning no sooner than June 2020. Should a variance greater than 10 % exist, an adjustment to the boundary lines will be made.

EXHIBIT L

COOPERATION AGREEMENT

- 41 9. Cart body colors will be Brown for Sunrise Sanitation and Green for USA Waste. This utilization will
42 help to provide identity of the service provider in each franchise territory as well as inventory
43 maintenance control. Lid colors will be unified for both companies, green for organics, gold/yellow
44 for recycling and gray for refuse. Pending SB 1383 legislation will dictate future cart/bin color coding
45 once finalized.
- 46
- 47 10. Contractors will work jointly with each other and the City of Stockton in developing all outreach and
48 start-up material. Process is ongoing and will continue with guidance from the City of Stockton.

EXHIBIT M:
MAP OF RESIDENTIAL SERVICE DISTRICTS

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EXHIBIT M

MAP OF RESIDENTIAL SERVICE DISTRICTS

1 This map shows the Stockton service area including both incorporated and unincorporated areas.
2 Typically homes in a new subdivision are occupied before that subdivision is accepted by the City.
3 Contractor shall provide Collection Services to all Premises within the service area as soon as they are
4 occupied. There are no plans for the City to annex the unincorporated area on the map designated as
5 "Unincorporated."

6 Contractor shall not provide street sweeping services pursuant to this Agreement in unincorporated
7 areas. City shall notify Contractor when to begin sweeping of newly accepted Public Streets throughout
8 the Term of this Agreement.

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13 *Remainder of page intentionally left blank*
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EXHIBIT M

MAP OF RESIDENTIAL SERVICE DISTRICTS

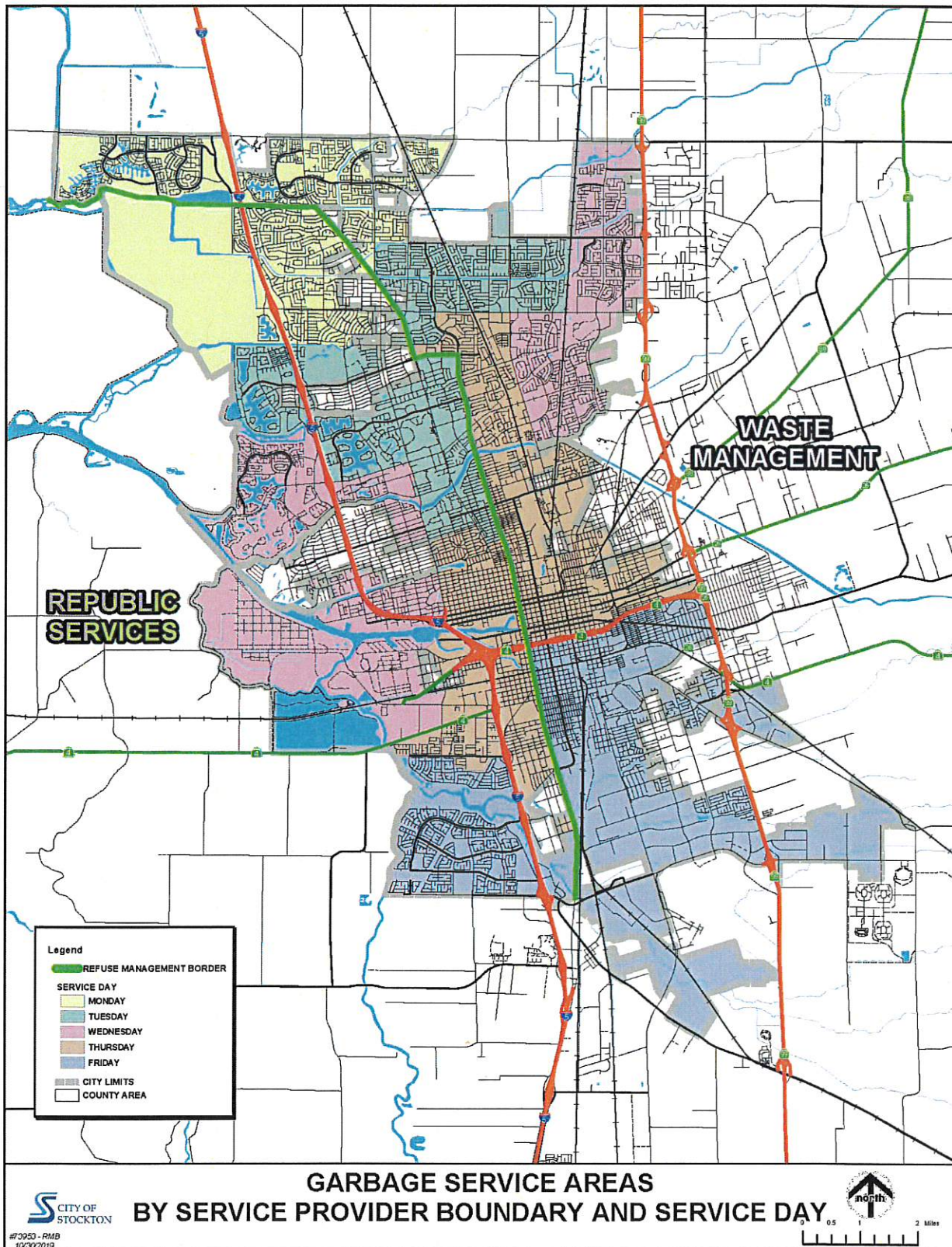


EXHIBIT N:
SB 1383 REQUIREMENTS

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EXHIBIT N

SB 1383 REQUIREMENTS

1

2 The following table is intended to provide guidance to Contractor and City regarding allocation of responsibility for SB 1383. The table references
3 applicable requirements of the SB 1383 draft regulations as posted by CalRecycle in June 2019 for formal review, and identifies applicable sections
4 of the Agreement in which the City is requiring, or may require Contractor assistance, as provided in Section 4.2.F. The table describes the
5 responsibilities of each Party as they apply to each requirement.

| Topic/ Ref. # | SB 1383 Requirement | City Responsibility | Contractor Responsibility | Agreement Reference | Within Current Provisions of this Agreement | Scope to be Confirmed Pending Final Regulations |
|------------------|--|---|--|--------------------------------------|---|--|
| Collection | | | | | | |
| 1. | Commencing January 1, 2022, provide Collection Containers to Generators that have lids that comply with color requirements when replacing Containers or by January 1, 2036, whichever comes first (§18984.7) | City will review, comment, and approve Container colors | Contractor to provide Containers to City and Customers that comply with SB 1383 requirements when replacing Containers at the end of their useful life and in any event by the end of the current Term. Container colors shall be as such: green for Organic Containers; blue for Recyclable Containers; grey for Solid Waste Containers. Note, City requires color to apply to entire Container (lid and body) despite current draft regulations only requiring colored lids. | Section 5.6 – Container Requirements | ✓ | |

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| 2. | Commencing January 1, 2022, place SB 1383-compliant labels on all new Containers or lids (§18984.8) | City will review, comment, and approve Container labels | Contractor to place City-approved labels on all new Containers; labels should include text and/or graphic images that indicate primary materials that are accepted and primary materials that are not accepted for each Container type. Labels shall be placed on new Containers before or at time of initial Container delivery to Customer or to City. By the end of Agreement Term, every Customer Container shall have SB 1383-compliant labels. | Section 5.6 – Container Requirements | ✓ | |
| 3. | Commencing April 1, 2022, conduct route reviews of randomly selected Containers for Contaminants such that all routes are inspected annually. If Contamination is found during route reviews required, notify Generator of Recycling requirements | City to review, comment on, and approve Contractor's route review compliance plan and methodology. City to review, comment on, and approve outreach materials to be | Contractor shall develop a plan and methodology, to be approved by City, for conducting annual route reviews such that all routes are inspected annually. The amount of Containers that must be inspected per route shall be based on the guidelines provided below, as referenced in Section 18984.5. The draft regulations do not specify what an "adequate" number of | | | |

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| | (§18984.5.b) "Route review(s)" means a visual inspection of Containers along a hauler route for the purpose of determining Contamination, and may include mechanical methods such as the use cameras (§18982) | distributed by Contractor to non-compliant Generators | Containers per route review entails; however, Section 18984.5 determines adequacy for a different type of Contamination study based on route populations. As such, these guidelines will be utilized for route reviews. 1. For routes with less than 1,500 Generators the study shall include a minimum of 25 samples; 2. For routes with 1,500-4,000 Generators the study shall include a minimum of 30 samples; 3. For routes with 4,001-7,000 Generators the study shall include a minimum of 35 samples; 4. For routes with more than 7,000 Generators the study shall include a minimum of 40 samples. In the event that Contractor | | | |

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| | | | identifies Contamination, Contractor shall be responsible for affixing a City-approved notice on to Customer's Containers, documenting the location or account where Contamination was present, and providing reporting to City summarizing the results of each route review and recording each Contamination location identified. | | | |

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| Edible Food Recovery | | | | | | |
| 4. | Commencing January 1, 2022, annually provide Tier One and Tier Two Edible Food Generators with information about food recovery program, Generator requirements, and food recovery organizations and Edible Food source-reduction information (§18985.2) | <p>City to identify Tier 1 and Tier 2 Commercial Edible Food Generators, using Customer account data provided by Contractor.</p> <p>City to develop Edible Food recovery education content to be distributed by Contractor to City-specified list of Tier 1 and Tier 2 Commercial Edible Food Generators.</p> | <p>Contractor to provide City with Commercial Customer account records, no more than twice a year.</p> <p>Contractor to distribute annually Edible Food recovery education materials approved by City to Commercial Customers that are Tier 1 or Tier 2 Edible Food Generators, as identified by City</p> | <p>Section 4.11 – Public Education and Outreach</p> <p>Exhibit C – Public Education and Outreach</p> | ✓ | |

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| Organics Procurement | | | | | | |
| 5. | <p>Procure a quantity of recovered organic waste that meets or exceeds the organic waste product procurement target as determined by CalRecycle (§18993.1)</p> <p>Organic waste products are defined as Compost, renewable gas (used for Transportation, electricity, heating, or pipeline injections), and electricity from biomass conversion and may be procured directly by the jurisdiction, or through a contract with a direct service provider to the jurisdiction.</p> | City to procure bulk Compost from Contractor. | Contractor, it is unclear how much recovered organic waste the City will need to procure. | <p>Section 5.10 - Environmentally -Preferable Purchasing Policy</p> <p>Exhibit I – Environmentally Preferable Purchasing Policy</p> | | |
| Enforcement & Penalties | | | | | | |
| 6. | Commencing January 1, 2022, conduct annual compliance reviews of Commercial garbage. | City shall receive Contractor's report, review and clarify as needed, | Annually, Contractor shall review all Commercial garbage accounts producing over two (2) cubic yards of Solid Waste per week | Section 5.3 – Collection Standards | | |

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| | accounts producing over two (2) cubic yards of Solid Waste per week and that produce organics waste (§18995.1.a) | <p>and report to the State.</p> <p>City shall provide Contractor with a list of City-approved self-haul exemptions.</p> <p>City shall approve format and content of all compliance reports provided by Contractor.</p> | <p>and produce organics waste to ensure compliance with organics Generator requirements described in Section 18984.9.a (subscription to organics Recycling service) and Section 18988.3 (self-haul requirements), using the self-haul list provided by the City.</p> <p>Following each compliance review, Contractor shall provide City with a report of results, including listing of any non-compliant Customer names, addresses, and Service Level information in a format accepted and approved by the City.</p> | <p>Exhibit B – Direct Services</p> <p>Exhibit D – Reporting Requirements</p> | | |

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| 7. | From January 1, 2022 through December 31, 2023, provide educational materials to regulated entities not in compliance with SB 1383, as determined by compliance review of Commercial accounts (§18995.1.a) | <p>City to review, comment on, and approve educational materials to be developed by Contractor</p> <p>City will provide education and outreach to haulers, self-haulers, Edible Food Generators, and Edible Food recovery organizations</p> | Contractor shall distribute City-approved compliance notices to all noncompliant Customers of Contractor annually. | | | |

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| 8. | Commencing January 1, 2022, investigate Complaint received within 90 days of receiving Complaint; provide method for Customer who made Complaint to determine results of Complaint; maintain records of all Complaints and responses; take enforcement action if it is determined that a violation has occurred (§18995.3) | City to investigate and maintain records of all SB 1383-related Complaints documented by Contractor or received from Customer(s). | Contractor to refer Customers with Complaints alleging violations of SB 1383 to the City's designated Complaint handling system. | Section 6.2 – Report Submittal Requirements Exhibit D – Reporting Requirements | ✓ | |

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| 9. | Commencing January 1, 2024, take enforcement actions, including issuing notices of violations within 60 days of determining violation has occurred, following up at least every 90 days to issue further notices if compliance is not achieved, grant compliance deadline extensions if applicable, and impose penalties equivalent to or greater than those outlined in Articles 14 and 16 of SB 1383 (§18995.4); Impose penalties on non-compliant entities (§18997.2) | City to conduct all enforcement actions and issue any penalties | None | Section 6.2 – Report Submittal Requirements Exhibit D – Reporting Requirements | ✓ | |
| Education & Outreach | | | | | | |
| 10. | By February 1, 2022, and annually thereafter, provide Generators with information on properly | City to review, comment on, and approve public outreach materials | Contractor to develop content and design of public education materials, to be approved by the City. | Exhibit C – Public Education and Outreach | ✓ | |

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| | separating materials, organic waste prevention, on-site Recycling, community Composting, methane reduction benefits, how to Recycle organic waste, a list of approved haulers, and information related to food recovery (§18985.1.a) | for Customers provided by Contractor. | <p>Contractor shall distribute City-approved public education materials annually to all Customers, including Single-Family, Multi-Family, and Commercial Customers</p> <p>Such information may be included in materials already provided by Contractor to Customers (e.g., newsletters or bill inserts) and shall be distributed through print or electronic media</p> | | | |

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| 11. | Commencing January 1, 2022, if more than 10,000 City residents or zero point five percent (0.5%) or if more than 50,000 City residents or more than five percent (5%) of jurisdiction's Generators "speak English less than very well", outreach must be in a language or languages that assure information is understood by that community in either electronic or written form. (§18985.1.e) | None | <p>Contractor shall translate all City-approved education and outreach materials, as referenced above, into one additional language, using linguistically and culturally appropriate translated languages.</p> <p>Contractor shall determine language preferences of each Customer through account initiation or review process.</p> | Exhibit C – Public Education and Outreach | ✓ | |

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| Record Keeping & Reporting | | | | | | |
| 12. | <p>By April 1, 2022, file an initial compliance report that includes copies of adopted ordinances, items required for the annual report under Section 18994.2.b, and contact information for the responsible Party for compliance-related issues (§18994.1)</p> <p>Commencing August 1, 2022, submit an annual report relative to compliance with SB 1383; the first report is due October 1, 2022 for the period of January 1, 2022 to June 30, 2022 (§18994.2)</p> | <p>City to compile and submit relevant documentation for the initial compliance report and the annual report.</p> <p>The City shall compile documentation that details the City's: hauler oversight; CALGreen building standard utilization; Edible Food recovery program; organic waste Recycling and Edible Food recovery capacity planning; and, organic waste product procurements.</p> | No later than February 1, 2022, Contractor shall supply City with reports documenting organic waste Collection services; Contamination monitoring; education and outreach efforts; and, the monitoring and enforcement program. | <p>Section 6.1 – Record Keeping</p> <p>Section 6.2 – Report Submittal Requirements</p> | ✓ | |

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| 13. | Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten Business Days (18981.1.d, 18984.4.a, 18984.6, 18984.14, 18985.3, 18988.4, 18991.2, 18993.2, 18995.2) | City to maintain all implementation records including: ordinances, enforceable mechanisms, contracts, or agreements; waiver and exemption records; hauler program records; Edible Food recovery program records; and organic waste procurement records. | <p>Contractor shall enter required data including documentation organic waste Collection services; Contamination monitoring; education and outreach efforts; and, monitoring and enforcement into a City-designated reporting platform (e.g., Recyclist, Microsoft Excel, a database, etc.) within five (5) Business Days of any change affecting data within any required reporting category and within one (1) Business Day of notification from CalRecycle request to review implementation record.</p> <p>In the event such information is not entered into a shared electronic platform, Contractor shall convey data to the City within the required period.</p> | <p>Section 6.1 – Record Keeping</p> <p>Section 6.2 – Report Submittal Requirements</p> | ✓ | |

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**EXHIBIT O:
ANTI-HARASSEMENT AND ANTI-DISCRIMINATION
POLICY**

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EXHIBIT O

ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

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| Subject: DISCRIMINATION AND HARASSMENT POLICY | Directive No. HR-15 | Page No. 1 of 14 |
| | Effective Date: 5/1/2015 | Revised From: 7/27/09 4/6/09 3/1/2010 (see below) |

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

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PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.

C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition of employment; or
2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

- a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
- b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
- c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.
2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment
 - a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
 - b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
 - c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

EXHIBIT O

ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

| | | |
|---|---------------------------------|---|
| Subject: DISCRIMINATION AND HARASSMENT POLICY | Directive No. HR-15 | Page No. 9 of 14 |
| | Effective Date: 5/1/2015 | Revised From: 7/27/09 4/6/09 3/1/2010 (see below) |

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

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| DISCRIMINATION AND HARASSMENT POLICY | Effective Date: 5/1/2015 | Revised From: 7/27/09 4/6/09 3/1/2010 (see below) |

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

EXHIBIT O

ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 - 2. Unfounded: The investigation proved that the act(s) or omission(s)

EXHIBIT O

ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

EXHIBIT O

ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

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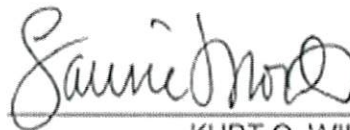
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON
CITY MANAGER

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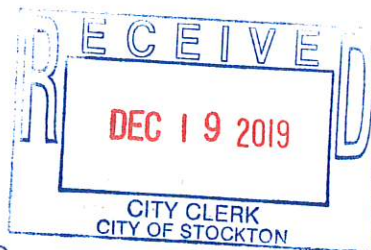
RECEIVED

DEC 18 2019

CITY MANAGER'S OFFICE
CITY OF STOCKTON

CONTRACT ROUTING FORM

Contract Number 2019-11-05-1403-01-02 NP
(For Clerk's Use)



CITY CONTRACT TYPE (select one)

☒ Original ☐ Amendment/Change Order ☐ Grant
☐ Subdivision Agreement ☐ Other _____

CONTRACT INFORMATION Contract Amount: \$ 0.00

Contract Title: Franchise Agreement for the Recycling, Organics, and Solid Waste Collection, Processing, and
Vendor/Other Party: Sunrise Sanitation, Inc. Disposal Services
Contract Start Date: 1-1-20 Contract End Date: 1-1-30 Contract Term: 10 years

COUNCIL APPROVAL REQUIRED? ☒ Yes ☐ No (provide account # if no) _____

Council approval required for contracts over \$ 75,000 for FISCAL YEAR: 2019-20
Motion/Resolution/Ordinance No: 2019-11-05-1403 Must be Attached ☒

REQUIRED DOCUMENTS (The following documents shall be submitted with the signed contract when required):

Business License Required? ☒ Yes ☐ No Business License No. 20-00046236
Bonds Required? ☒ Yes ☐ No
Insurance Required? ☒ Yes ☐ No
Notary Required? ☐ Yes ☒ No Recordation Required? ☐ Yes ☒ No

↓ Mandatory Routing Order

1 DEPARTMENT: PW

DEPARTMENT HEAD APPROVAL [Signature] date: 12/16/19
Project Mgr: Grace Smith ext: 7848 Staff: Chyerle Leach ext: 8412
Forwarded to: Procurement on: _____ by: Chyerle Leach/Christina McFarland

2 PROCUREMENT

Approved ☒ Name/Signature: [Signature]
Forwarded to: Risk on: 12.17.19 by: _____

3 VENDOR/OTHER PARTY

Signed (2) originals on: 12.13.19
Forwarded to: COS on: 12.13.19 by: Sunrise Sanitation, Inc.

4 RISK SERVICES

Insurance on: 12.18.19 by: [Signature] Bonds approved on: 12.18.19 by: [Signature]
Forwarded to: City Attorney on: _____ by: _____ RM #: 20-191

5 CITY ATTORNEY

Approved as to Form and Content on: 12/18/19 by: [Signature]
Forwarded to: City Manager on: 12.18.19 by: [Signature]

6 CITY MANAGER

Signed by City Manager on: (8) 12/15/19 Forwarded to: City Clerk on: 12/15/19 by: [Signature]

7 CITY CLERK

City Clerk attested on: 12/19/19 Returned (1) original(s) to dept. on: 12/19/19 by: [Signature]
Retained (1) original(s) for City's file. Hard Copy on file? Yes ☒ No ☐ OB # _____

8 ORIGINATING DEPARTMENT: Public Works

Requisition No. _____ Original sent to vendor on: _____ by: _____
Copy of contract to be retained by department. Original on file in the Clerk's office.
Copy of contract sent to Purchasing on: _____ by: _____

9 PROCUREMENT: Purchase Order No. _____ PUR No. _____

2019-11-05-1403-01-02 NP

(R)

MEMORANDUM

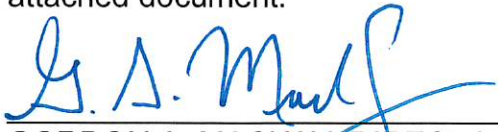
December 16, 2019

TO: Laurie Montes, Interim City Manager

FROM: Gordon A. MacKay, Director
Public Works Department

SUBJECT: **RECYCLING, ORGANICS, AND SOLID WASTE COLLECTION,
PROCESSING, AND DISPOSAL SERVICES**

On November 5, 2019, an ordinance granting franchises for the above services was approved by City Council by Resolution No. 2019-11-05-1403. The ordinance authorizes the City Manager to execute the franchise agreement with USA Waste of California, Inc., including any modifications of a non-substantive nature. Such minor modifications have been included in the attached finalized agreement which has been signed by the vendor. With the action taken by the City Council, the City Manager is authorized to execute the attached document.



GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT

12/16/19

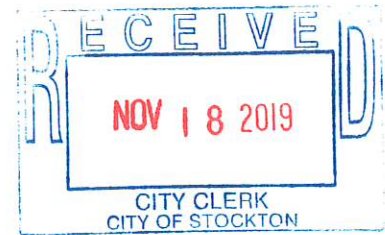
DATE

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Attachments



1145 West Charter Way Stockton, CA 95206
o 209.466.5192 f 209.465.0631 republicservices.com



November 14, 2019

Eliza Garza, City Clerk
City of Stockton
425 N. El Dorado St.
Stockton, CA 95202

ACCEPTANCE OF RECYCLING, ORGANICS, AND SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF STOCKTON AND SUNRISE SANITATION, INC.

Section 2104 of the Charter of the City of Stockton states: "Any franchise granted hereunder shall not become effective until written acceptance thereof shall have been filed by the grantee with the City Clerk. Such acceptance shall be filed within ten (10) days after the final passage of the ordinance granting the franchise, or any extension thereof granted by the City Council."

Pursuant to Section 2104, please accept this letter as written acceptance by Sunrise Sanitation Services, Inc. of the franchise granted by Ordinance 2019-11-05-1403-01.

If you have any questions or require additional information, please call me at (209) 466-5192.

A blue ink signature of Kevin Basso, written in a cursive style.

Kevin Basso, General Manager
Sunrise Sanitation Services, Inc.

emc: John Luebberke, City Attorney
Gordon MacKay, Public Works Director
Grace Smith, Solid Waste Manager



City of Stockton

Legislation Text

14.3
11/5/19

File #: 19-6008, Version: 1

ADOPT AN ORDINANCE TO IMPLEMENT NEW FRANCHISE AGREEMENTS FOR SOLID WASTE SERVICES, AN ORDINANCE TO EXPAND OWNER-ONLY UTILITY BILLING AND A RESOLUTION TO APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATION

It is recommended that the City Council:

1. Adopt an ordinance granting USA Waste of California, Inc. and Sunrise Sanitation, Inc. 10-year franchise agreements to provide solid waste, organics, and recyclables collection and street sweeping services within the City of Stockton.
2. The City Manager is authorized to make minor amendments or modifications to the Agreements. Such modifications shall be of a non-substantive nature and shall be for the purpose of conforming the Agreements to express the intention of the parties and to implementing the intent of the City Council in granting this franchise.
3. Adopt an ordinance to expand owner-only billing for utilities citywide. The recommended ordinance would require the record owners of properties located in the City of Stockton to be the account holder for these services.
4. Adopt a resolution to approve Notice of Exemption No. NOE44-19 under the California Environmental Quality Act for recycling, organics, and solid waste collection, processing, and disposal services.

It is recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

Summary

Staff recommends that Council adopt an ordinance granting a new franchise for solid waste services. The proposed ordinance is based on franchise agreements negotiated with the two companies currently providing services. Approval of the staff recommendation will implement new contracts with the existing haulers to provide services consistent with new state law and resolve existing contract disputes. The new contracts provide service enhancements including additional seasonal street sweeping, expanded services downtown, new recycling drop-off events, additional public litter receptacles, and provision of free compost at specific events.

Staff and the City's consultant analyzed cost proposals from the haulers, evaluated solid waste market conditions and negotiated the proposed agreements. The City team successfully negotiated reductions to the original proposals from each hauler. The proposed franchise agreements provide

mechanisms to manage the changing regulatory environment and volatility of the solid waste and recycling markets. Ultimately, the City's consultant advised that the proposed rates are within market and reasonable.

The determination of reasonableness is based on the evaluation that community benefits under the proposed agreements probably exceed the marginal cost benefit that might be achieved through a Request for Proposals (RFP). Two significant community benefits will be achieved with approval of the proposed franchise agreements. The first benefit is that continuing the existing contractual relationships will minimize service disruptions at a time when new state requirements are being implemented. This is a significant consideration as transition to a new provider on a contract of this magnitude would be problematic even under status quo conditions. The second benefit is that both haulers agreed that implementation of the new agreements will settle existing contract disputes and avoid costly litigation regarding uncollected receivables and the City's unilateral extension of the current franchise. Additional benefits include stability for company employees, many of whom are residents of Stockton, capital improvements to company facilities within the City, and continued use of third-party recycling processing facilities within the City.

The City's residential and commercial solid waste franchise agreements commenced in 2004 with an expiration date of May 31, 2019. The franchise agreements were extended for two years in 2018 consistent with provisions of the existing agreements and will expire on December 31, 2021. The process to procure, negotiate, award and implement new solid waste franchise agreements is lengthy and typically requires approximately two years.

On September 18, 2018, staff recommended Council approve an amendment to the existing Professional Services Contract with HF&H Consultants, LLC (HF&H) to assist with an RFP process to procure a new solid waste franchise. Council directed staff to first engage in negotiations with the current franchisees and return to Council with the results by November 2019. Council approved HF&H contract Amendment No. 1 by Resolution No. 2018-09-18-1113 to provide additional services to assist staff in negotiating contract extensions with the existing haulers. Absent successful negotiations, the City would need to initiate a competitive procurement no later than January 2020 to ensure continued solid waste and recycling services.

Negotiations with the current franchisees successfully concluded and staff recommends that Council approve the proposed ordinance granting a new franchise that will commence January 1, 2020. Key provisions of the new franchise agreements are a 32.6% increase to the service rates to reflect current costs and market conditions, compliance with new state mandates for organics recycling, and termination of the existing franchise agreements including release of any obligation for uncollected receivables. Additional significant terms and conditions of the new agreements are covered in this report. The agreements are dependent on a revision to the utility billing ordinance to require the record owner of any property receiving service to be the account holder for billing purposes. Staff recommends that Council approve the revised billing ordinance.

DISCUSSION

Background

On April 29, 2003, Council approved exclusive residential and commercial solid waste, recycling, green waste, food waste, and street sweeping agreements with Sunrise Sanitation, Inc. (also known

as Republic Services) and USA Waste of California (also known as Waste Management). The effective start date was June 1, 2004. The base term of the franchise agreements was set to expire on May 31, 2019.

On January 31, 2018, the City issued an RFP to retain a Solid Waste consultant to assist with the franchise extension and future planning. The City received three proposals, and the Selection Committee ranked HF&H of Walnut Creek, CA, as the most qualified firm. On May 4, 2018, the City Manager approved a contract with HF&H. On September 7, 2018, the City issued notices of extension to both companies. The new expiration date of the existing franchise agreements is December 31, 2021.

On September 18, 2018, staff recommended the City conduct a competitive RFP process to award a new solid waste franchise to be implemented on January 1, 2022. Staff further recommended that Council approve an amendment to the existing HF&H Professional Services Contract to assist with the RFP process. Council directed staff to first engage in negotiations with the current franchisees and return to Council with the results by November 2019. By Resolution No. 2018-09-18-1113, Council approved HF&H contract Amendment No. 1 to provide additional services to assist staff in this negotiations process.

HF&H's contracted services include facilitating discussions between the City and the franchised waste haulers related to extension and modernization of the current franchise agreements. The requested services include development of agreements which comply with new state requirements for the processing of organic materials (SB 1383) and other state mandates. The negotiations process had a deadline of early fall 2019 to allow the required time to conduct the full RFP process if the results of the negotiations were not satisfactory.

The negotiations process began on December 21, 2018, with the release of the initial negotiations package. The original submittal due date was February 8, 2019. On January 9, 2019, both companies brought forward issues related to the negotiations package and overall process. This led to a series of meetings to review key items of concern and provide clarity on requirements. Addenda were issued to ensure both franchisees had sufficient information to submit well-developed proposals. The last addendum, numbered No. 4 and dated April 30, 2019, transmitted a revised negotiation package to the franchisees. Responses from both franchisees were received on May 28, 2019, including initial cost of service calculations. Rate forms were issued on July 12, 2019 and initial submissions received on July 23 and 24, 2019.

On July 30, 2019, Council received a staff report on the status of the negotiations. The report advised that negotiations were ongoing and that a rate increase of up to 40% would be required. Council was advised that significant uncollected utility bills remained an issue of concern for the haulers and that a transition to owner-only accounts may be necessary to achieve these rates. Council directed staff to continue with the negotiations process.

Present Situation

Multiple, lengthy negotiation sessions were conducted from August through October to finalize language in the agreements and review cost proposals. Revised rate forms were submitted on September 25, 2019, based on an advanced start date of January 1, 2020. The cost proposals provide for an adjustment to the service rates to reflect current costs and market conditions, address

new state mandates for organics recycling as per the June 2019 draft regulations pursuant to Senate Bill (SB) 1383, and fully terminate the existing agreements including release of any obligation for uncollected receivables. The rates would be adjusted annually according to the full amount of the Consumer Price Index (CPI-U). The proposals provide for service enhancements including additional seasonal street sweeping, expanded downtown services, new recycling drop-off events, additional public litter receptacles, and provision of free compost at specific events.

Collection Services Comparison

All the services listed in the current franchise agreements remain in the proposed franchise agreements. The proposed agreements include new or enhanced services (Attachment A), many of which are state mandated by SB 1383 (Attachment B) or the "Trash Amendments" (Attachment C).

Service Rate Adjustment

Preliminary estimates reported in July 2019 indicated the haulers would require an increase up to 40% in revenues to provide the services requested. The negotiation process resulted in a blended increase of 32.6%, which is based on the final negotiated costs from both companies to fully satisfy all the compliance and service requirements established by the City. This blended rate is lower than the increase submitted by either company in July. The rates include an 85% operating ratio which is within market for the industry, albeit at the lower end of the standard range. Although recently awarded competitively bid contracts in other jurisdictions have higher operating ratios and lower profit margins, there is no guarantee that Stockton could achieve the same result. Considering that the negotiated operating ratio is within market and that the proposed agreements will resolve existing contract disputes it is questionable whether a competitive procurement would achieve any marginal cost efficiencies for Stockton rate payers. Future rates will increase consistent with changes in the Consumer Price Index.

The complete schedule of proposed rates is included as Exhibit 2 of the recommended ordinance. An example of the current and proposed typical residential rates are as follows:

| <u>SERVICE DESCRIPTION</u> <u>(includes recycling and organics)</u> | <u>CURRENT</u> <u>RATE</u> | <u>PROPOSED</u> <u>RATE</u> | <u>MONTHLY</u> <u>DIFFERENCE</u> |
|--|-------------------------------|--------------------------------|-------------------------------------|
| 30-gal solid waste container | \$23.82 | \$31.59 | \$ 7.77 |
| 60-gal solid waste container | \$30.17 | \$40.01 | \$ 9.84 |
| 90-gal solid waste container | \$36.55 | \$48.47 | \$11.92 |

There are discounts available for seniors, seniors below median income and disabled below median income customers in accordance with current practice.

Rate Comparison to Surrounding Cities

A comparison of rates for the most popular residential service, a 30-gallon waste bin, in surrounding jurisdictions is included on Attachment D. The table includes notes regarding level of service (typically frequency of recycling/organics collection) and status of compliance with new state law, as these factors affect rates.

Factors Impacting Service Rates

1. Increased Costs to Deliver Existing Services

The majority of the proposed rate increase, approximately 80%, is driven by an increase in the cost of delivering the existing services. The existing agreements commenced in 2004 and contains a provision that the companies receive annual increases in the amount of 50% of the Consumer Price Index (CPI). Other than three special rate adjustments in 2006, 2008 and 2010 to compensate for added landfill surcharges and increased fuel costs, there have been no rate increases other than the 50% of CPI annual adjustment. Because rates did not keep pace with inflation costs grew faster than revenues. During this same period, the market for recyclables deteriorated and non-rate revenues did not materialize. Recyclable disposal is now a cost item rather than a revenue item as estimated in 2004. The combination of the 50% CPI adjustment and the volatility of the market for recyclables resulted in the need for a significant rate adjustment to continue the existing level of service. Future rates will increase consistent with changes in the Consumer Price Index.

2. Transition of Billing Services to Franchisees

One of the new services is franchisee-provided billing for residential solid waste collection services. This option would mitigate future account delinquencies and simplify administration of contamination compliance activities. With this addition, both companies would bill residential customer base for solid waste collection services. The billing transition will be phased in starting in 2021. The billing transition is approximately 5% of the increase.

For administrative efficiency, quarterly billing to all residential customers will be implemented in place of the current monthly billing cycle. Residents would remain able to make monthly payments if they choose to without penalty. The negotiated rate increase assumes quarterly billing. If there is a desire to maintain monthly billing, the agreements would need to be renegotiated resulting in a probable increase of slightly more than 1%, based on preliminary information provided by the companies.

3. State-Mandated Changes

SB1383

Required services have been added to the proposed franchise agreements to address new state mandates. SB 1383 requires organics recycling programs and pending regulations will substantially increase the City's obligations to provide services to customers, to monitor customers' use of those services, to enforce compliance through a fine-based process, and to report on regulated activities to the state.

The proposed agreements incorporate the full requirements of SB 1383 as contained in the Second Formal Draft of the Proposed Regulations, issued by CalRecycle on June 17, 2019. The agreements provide an opportunity for a rate review should the final regulations deviate significantly from the June version. The SB 1383 related services as per the June regulations are approximately 7% of the increase.

The agreements include mechanisms for the companies to enforce proper waste disposal and reduce contamination in accordance with the requirements of SB 1383. Mechanisms

include the ability to audit container contents, tag and not pick-up containers, charge fees for additional service and assess charges for each incident of overfilling or contaminating containers as follows.

| <u>CONTAINER SIZE</u> | <u>OVERFILLING CHARGE</u> | <u>CONTAMINATION CHARGE</u> |
|---------------------------|-------------------------------|---------------------------------|
| 30-gal solid waste | \$ 5.94 | \$ 5.94 |
| 60-gal solid waste | \$11.83 | \$11.83 |
| 90-gal solid waste | \$17.74 | \$17.74 |
| 60-gal recycling | \$ 5.91 | \$11.83 |
| 90-gal recycling | \$ 8.87 | \$17.74 |
| 60-gal organics | \$ 8.87 | \$11.83 |
| 90-gal organics | \$13.31 | \$17.74 |

Stormwater Requirements (Trash Amendments) Compliance

On April 7, 2015, the State Water Resources Control Board (SWRCB) adopted state-wide trash provisions to two of their Water Quality Control Plans: Ocean Waters of California Plan and the Inland Surface Waters Plan. These provisions, known as the "trash amendments", require the reduction of trash entering regulated stormwater systems. To address this requirement, the City developed a Full Capture System Equivalency Trash Implementation Plan that includes enhanced street sweeping in certain areas.

The new agreements add all watersheds with direct discharges in the downtown area to the Downtown Street Sweeping map (Attachment E). This area receives street sweeping three times a week. The expansion of the downtown area will result in an additional 8,105 curb miles swept annually. Other new compliance activities include items such as expanded monthly and annual reporting, as well as, biannual assessments of trash and debris samples collected through street sweeping

The cost of the additional SWRCB required street sweeping services is approximately 3% of the increase.

4. Enhanced or Added Services

- Increased Seasonal Street Sweeping - street sweeping during the annual leaf season (typically October through December) will increase from bi-weekly (twice a month) to weekly on all public streets.
- Recycling Drop-Off Events - This is a new service in the proposed agreements. In conjunction with the City, the haulers will provide up to four (4) annual collection events to accept and divert textiles, reusable materials, yard trimmings, electronic waste, universal waste, scrap metal, clean wood, and other materials to be determined by the City. Confidential document shredding service is also included in these public events.
- Public Litter Receptacles - This is an enhanced service in the proposed agreements. Service locations will increase from 50 to 75 service locations. The haulers will replace up to 75 receptacle liners annually.

- **Provision of Compost Product** - This is a new service in the proposed agreements. Bulk compost will be available to the public at two (2) compost giveaway events per year. Bulk compost will be made available to the City for use in City parks and facilities.

The cost of the enhanced or added services is approximately 5% of the increase.

5. Uncollected Receivables

Despite the City's efforts, the delinquency rate remains on average at 17% in areas where the City does not provide water service. The hauler proposals indicated that higher rates would be required to offset the unpaid utility bills. To reduce the delinquency rate to typical levels and minimize the risk of unpaid accounts, owner-only billing for all utilities is recommended citywide. The negotiated rate increase assumes this revision to the billing ordinance. Should citywide owner-only billing not be approved, the agreements would need to be renegotiated resulting in a probable rate increase of 5% to 8%, based on preliminary information provided by the companies. To be fully effective, staff recommends a transition to owner-only accounts in all City service areas (Attachment F). Effective implementation should eliminate the need for additional rate increases based on future account delinquencies.

The companies' share of the current value of the cumulative uncollected receivables is approximately \$4.7 million. The City's position is that the City is only responsible for remitting the required share of the funds that are collected, and that the City has no obligation to compensate the companies for services that were provided but were not paid for by the benefitting party. The companies dispute this position and indicated potential legal action to recover uncollected receivables. The negotiated agreements settle this dispute contingent upon the City continuing collection efforts and releases the City from liability under the current franchise.

A summary table of the proposed rate increase is included below.

| <u>Rate Increase Components</u> | <u>Percent of Increase</u> | <u>Rate Increase</u> |
|---------------------------------|----------------------------|----------------------|
| Existing Services | 80% | 26.1% |
| Billing Services to Franchisees | 5% | 1.6% |
| SB 1383 | 7% | 2.3% |
| Stormwater Requirements | 3% | 1.0% |
| Enhanced or Added Services | 5% | 1.6% |
| Total | 100% | 32.6% |

Service Rate Discounts

The proposed rate schedule continues the 10% discount for seniors age 65 and over, as well as, an additional 10% (20% total) for seniors with income below Stockton's median income. Disabled residents under age 65 with below median income would also continue to receive a 10% service rate discount.

The initial 10% senior discount is provided by both franchisees. The City provides both the senior and disabled below median income discounts which are funded through franchise fee revenue to the General Fund. The cost of offering the below median income discounts amounted to \$92,234 in FY 2019.

Community Benefits

Acceptance of the proposed franchise agreements, including the advanced start date, will provide the following benefits.

1. USA Waste and Sunrise Sanitation currently provide solid waste, organics, and recyclables collection and street sweeping services within the City. The base term of the current franchise agreements ended on June 30, 2019. The City unilaterally exercised its option to extend the agreements pursuant to the extension term provided for in Article 3, section 3.1. The new expiration date established by the City is December 31, 2021. Both companies dispute the validity of this extension. Approval of the proposed franchise agreements resolve this disagreement and both companies will continue to provide service through the end of 2019 according to the current franchise.
2. Both companies dispute the City's position that the City has no obligation to compensate the companies for uncollected receivables for services that have been provided. The current uncollected amount claimed by the haulers is approximately \$4.7 million. Approval of the recommended franchise agreements would terminate the current franchise, settle existing disputes contingent upon the City continuing collection efforts and release the City from liability under the current franchise.
3. Continuing franchises with the two existing companies will provide a continuity of service and minimize service interruption at a time of significant regulatory change and market volatility.
4. The proposed franchise agreements provide enhanced programs necessary to comply with current and anticipated regulatory changes.
5. The agreements provide increased services and opportunities for proper waste disposal and increased recycling opportunities.
6. The agreements provide for cleaner streets through enhanced street sweeping in the downtown area and during leaf season citywide.

Next Steps

City Council has the option to accept, reject or request modification of the proposed franchise agreements with the City's two existing franchise haulers.

Approval requires acceptance of the two recommended ordinances and resolution. Staff would issue notification of the rate increases, and the new agreements would commence on January 1, 2020.

The Council may reject the proposed franchise agreements and direct staff to issue an RFP. The

remainder of the current franchise extension period would be spent conducting an RFP and implementing a transition schedule.

Should the Council choose to modify the proposed franchise agreements, further negotiations would be required which would negate the option to proceed with an RFP process within the extension period as described in the preceding paragraph.

ENVIRONMENTAL CLEARANCE

The City independently reviewed, considered and confirmed the environmental analysis conducted for these services. This environmental analysis concludes that there would not be the potential for significant environmental impacts, and therefore no further environmental review is required. The City Council finds and determines that the requirements of the California Environmental Quality Act ("CEQA") are satisfied, and this action on the part of the City Council is exempt from CEQA pursuant, CEQA Guidelines section 15301, CEQA Guidelines section 15307, CEQA Guidelines section 15308, CEQA Guidelines section 15273, CEQA Guidelines section 15183, and/or CEQA Guidelines section 15061 (b) (3). Each of the foregoing provides a separate and independent basis for an exemption and when viewed collectively provides an overall basis for an exemption.

FINANCIAL SUMMARY

Contracted solid waste collection services are funded by benefitting residents through the collection of service fees. The Solid Waste and Recycling Fund is an Enterprise Fund created to fund compliance with the recycling and diversion programs required by AB 939 and is authorized by State Assembly Bill 939 (AB 939 - The Integrated Waste Management Act). A surcharge on the waste haulers gross rate revenues generate revenue for the fund. The Division's activities are fully funded by the AB 939 surcharge. Residential franchise fee revenue to the General Fund will be used to cover the cost of the 10% Senior and Disabled Below Median Income discounts. Annual franchise fee revenue to the General Fund will increase as a result of solid waste rate increases effective January 2020. The General Fund Long-Range Financial Plan will be updated based on the actual amount of franchise fee revenue received. An updated L-RFP should be available in time for FY 2019-20 budget deliberations.

Attachment A - New or Enhanced Services

Attachment B - SB 1383 Mandated Requirements

Attachment C - Amendment to the Ocean Plan and Part I Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (ISWEBE Plan) (collectively referred to as the Trash Amendments or individually as Trash Amendment)

Attachment D - Rate Comparison Table

Attachment E - Map of Expanded Downtown Street Sweeping Area

Attachment F - Proposed Ordinance - Citywide Owner Only Billing - Redline

Resolution No. 2019-11-05-1403

STOCKTON CITY COUNCIL

RESOLUTION APPROVING THE NOTICE OF EXEMPTION NO. NOE44-19 FOR RECYCLING, ORGANICS, AND SOLID WASTE COLLECTION, PROCESSING, AND DISPOSAL SERVICES

Staff worked with the City's consultant to analyze cost proposals from the haulers, evaluate the solid waste market conditions, and negotiate the proposed agreements; and

There are two significant community benefits achieved with approval of the proposed franchise agreements. The first benefit is that continuing the existing contractual relationships will minimize service disruptions at a time when new state requirements are being implemented. The second benefit is that both haulers agreed that implementation of the new agreements will settle existing contract disputes and avoid costly litigation regarding uncollected receivable and the City's unilateral extension of the current franchise; and

The City's residential and commercial solid waste franchise agreements commenced in 2004 with an expiration date of May 31, 2019. The franchise agreements were extended for two years in 2018 consistent with provisions of the existing agreements and will expire on December 31, 2021; and

Council approved HF&H contract Amendment No. 1 by Resolution No. 2018-09-18-1113 to provide additional services to assist staff in negotiating contract extensions with the existing haulers. Absent successful negotiations, the City would need to initiate a competitive procurement no later than January 2020 to ensure continued solid waste and recycling services; and


The City has independently reviewed, considered and confirmed the environmental analysis conducted for these services. This environmental analysis concludes that there would not be the potential for significant environmental impacts, and therefore no further environmental review is required. The City has determined that the requirements of the California Environmental Quality Act (CEQA) have been satisfied, and this action on the part of the City Council is exempt from CEQA pursuant, CEQA Guidelines section 15301, CEQA Guidelines section 15307, CEQA Guidelines section 15308, CEQA Guidelines section 15273, CEQA Guidelines section 15183, and/or CEQA Guidelines section 15061 (b) (3). Each of the foregoing provides a separate and independent basis for an exemption and when viewed collectively provides an overall basis for an exemption. The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s); now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council approves the filing of Notice of Exemption No. NOE44-19 under the CEQA for recycling, organics, and solid waste collection, processing, and disposal services, a copy of which is attached as Exhibit 1 and incorporated by this reference.


2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED November 5, 2019.



MICHAEL D. TUBBS, Mayor
of the City of Stockton

ATTEST:



ELIZA B. GARZA, CMC
City Clerk of the City of Stockton

**CITY OF STOCKTON
NOTICE OF EXEMPTION**

TO: COUNTY CLERK
COUNTY OF SAN JOAQUIN
44 N. San Joaquin Street, Suite 260
Stockton, CA 95202

FROM: Lead Agency
City of Stockton
Public Works Department
22 E. Weber Ave., Room 301
Stockton, CA 95202

**NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA
CODE OF REGULATIONS TITLE 14, SECTION 15062**

PROJECT DATA

Project Title: Recycling, Organics, and Solid Waste Collection, Processing, and Disposal Services

CEQA Exemption File No.: NOE44-19

Applicant: City of Stockton, Public Works Department

Project Description: The City of Stockton is considering approval of a new 10-year franchise agreement for solid waste, recycling, and organics collection services, including street sweeping. The project results in substantially the same conditions and system as is currently in place in the City. The current geographical service provision boundaries will remain the same. The current services remain largely unchanged, with the minor exception that we anticipate the contractors will expand the number of customers participating in commercial/multi-family organics recycling. These changes result in minor incremental changes to the vehicle miles traveled. There are no changes in the fuel used by either provider- one uses CNG, the other uses Diesel. Their trucks are compliant with the most recent Heavy-Duty Vehicle standards set by the ARB. The facilities used by the contractors will not change and all such facilities have received separate CEQA approvals from their host jurisdiction. We anticipate that there will be an increase in recycling and organics recovery from these programs and services which should have a positive overall environmental impact.

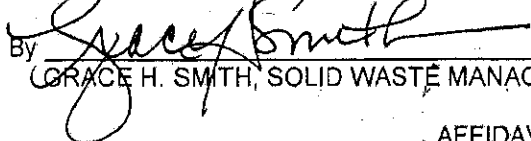
DETERMINATION/FINDING OF EXEMPTION

The City has independently reviewed, considered and confirmed the environmental analysis conducted for these services. This environmental analysis concludes that there would not be the potential for significant environmental impacts, and therefore no further environmental review is required. The City has determined that the requirements of the California Environmental Quality Act ("CEQA") have been satisfied, and this action on the part of the City Council is exempt from CEQA pursuant, CEQA Guidelines section 15301, CEQA Guidelines section 15307, CEQA Guidelines section 15308, CEQA Guidelines section 15273, CEQA Guidelines section 15183, and/or CEQA Guidelines section 15061 (b) (3). Each of the foregoing provides a separate and independent basis for an exemption and when viewed collectively provides an overall basis for an exemption.

BASIS FOR FINDING OF EXEMPTION

- ☐ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.
- ☒ The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT

By 
GRACE H. SMITH, SOLID WASTE MANAGER.

October 24, 2019
(DATE OF PREPARATION)

(DATE OF FINAL APPROVAL)

AFFIDAVIT OF FILING AND POSTING

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

Signature

Title

Posting Period Ending Date

ORDINANCE NO. 2019-11-05-1403-01

AN ORDINANCE GRANTING FRANCHISES FOR THE COLLECTION OF SOLID WASTE, ORGANICS AND RECYCLABLES AND STREET SWEEPING

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. FINDINGS AND INTENT

The City Council of the City of Stockton finds that:

A. The City Council, in granting these franchises, exercises its authority pursuant to the Charter of the City of Stockton, Article XXI. To the extent applicable, Public Resources Code section 40059 and other relevant provisions of state law further provide for the granting of these franchises.

B. The two entities receiving the franchises granted by this Ordinance currently provide solid waste, organics, and recyclables collection and street sweeping services within the City. Awarding the franchises to these entities will ensure a continuity of service and minimum service interruption to the benefit the City and its residents. Moreover, the Franchisees (as defined below) will be providing enhanced programs necessary to comply with current and anticipated regulatory changes.

C. The City and the Franchisees have negotiated an agreement entitled "Franchise Agreement Between City of Stockton and [franchisee] for Recycling, Organics, and Solid Waste Collection, Processing, and Disposal Services," a true and correct copy of which is on file in the office of the City Clerk, and which is incorporated in its entirety by this reference ("Franchise Agreement"). The parties have acted in their capacities as participants in the market for such services and it is this basis upon which the franchises are granted.

SECTION II. GRANT OF FRANCHISES; RESCISSION OF EXISTING FRANCHISES

A. Ordinance No. 013-03, enacted on April 29, 2003, is hereby rescinded. Ordinance No. 014-03, enacted on April 29, 2003, is hereby rescinded.

B. The City Council of the City of Stockton hereby grants to USA Waste of California, Inc. ("USA"), a franchise to collect those certain solid wastes and other materials, within the City of Stockton as specified in the Franchise Agreement. For residential customers, the franchise shall be exclusive within the area of the City identified in Exhibit "1". The City Manager of the City of Stockton is hereby authorized to execute the Franchise Agreement with USA on behalf of the City of Stockton. The City Manager is further authorized to agree to minor amendments or modifications of the Agreement. Such modifications shall be of a non-substantive nature and shall be

for the purpose of conforming the Agreement to express the intention of the parties and to implementing the intent of the City Council in granting this franchise.

C. The City Council of the City of Stockton hereby grants to Sunrise Sanitation, Inc. ("SSI"), a franchise to collect those certain solid wastes and other materials, within the City of Stockton as specified in the Franchise Agreement. For residential customers, the franchise shall be exclusive within the area of the City identified in Exhibit "1". The City Manager of the City of Stockton is hereby authorized to execute the Franchise Agreement with SSI on behalf of the City of Stockton. The City Manager is further authorized to agree to minor amendments or modifications of the Agreement. Such modifications shall be of a non-substantive nature and shall be for the purpose of conforming the Agreement to express the intention of the parties and to implementing the intent of the City Council in granting this franchise.

D. USA and SSI may be referred to in this Ordinance as a "Franchisee" or collectively as the "Franchisees."

SECTION III. LENGTH OF TERM OF FRANCHISES

The term of each franchise shall be an initial ten (10) years, commencing on January 1, 2020, and ending on December 31, 2029. The term may be extended, under conditions stated in each Franchise Agreement, for an additional two (2) years.

SECTION IV. TERMS AND CONDITIONS OF FRANCHISE

The terms and conditions of the granting of these franchises are contained in detail in the Franchise Agreements referenced in Section II.B and C, above, the entirety of which has been incorporated into this Ordinance by reference.

SECTION V. ACCEPTANCE OF FRANCHISE

Pursuant to section 2104 of the Charter, within ten (10) days after the final passage of this ordinance or extension thereof, each Franchisee shall file with the City Clerk, a written acceptance of the grant of its respective franchise.

SECTION VI. RATES

The initial rates the Franchisees receive for performance of the services specified in the Franchise Agreements shall those set forth in Exhibit "2". These rates may be adjusted pursuant to the procedures set forth in the Franchise Agreements. If applicable, City Council action related to future rate adjustments may be by ordinance, resolution, or motion.

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SECTION VII. INTERPRETATION

This Ordinance, the Franchise Agreements, and all rights granted thereby, shall be interpreted as a negotiated, bilateral agreement between the parties, drafted with the assistance of legal counsel for all parties. The Franchise Agreements shall be treated and administered in the same fashion consistent with the nature of any bilateral agreement. The Franchise Agreements shall be interpreted under the laws of the State of California and the Charter and ordinances of the City of Stockton.

SECTION VIII. SEVERABILITY

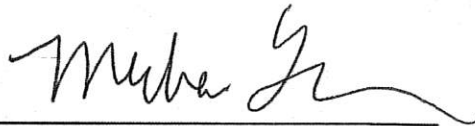
If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

SECTION IX. EFFECTIVE DATE

This Ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: November 5, 2019

EFFECTIVE: December 5, 2019

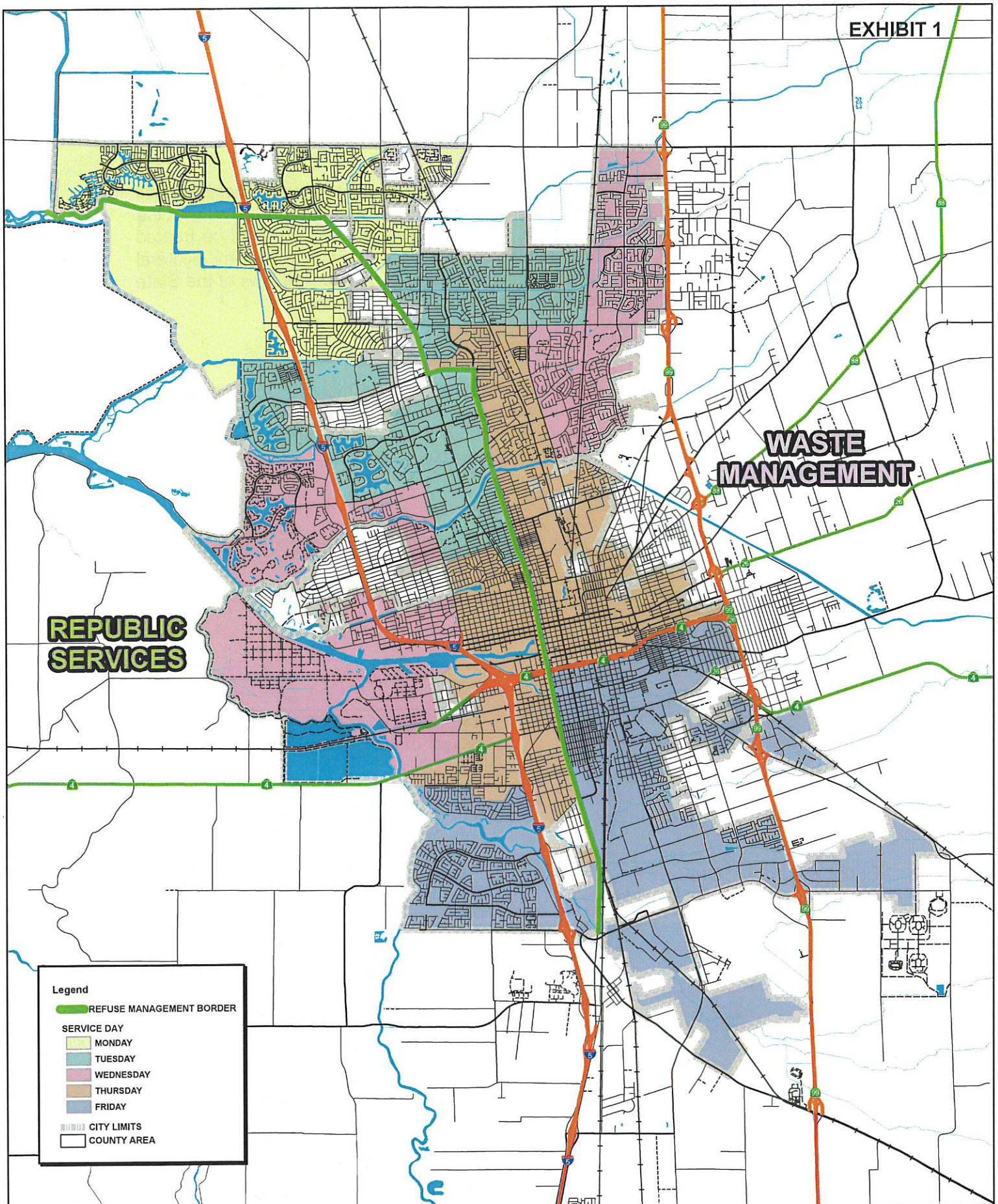


MICHAEL D. TUBBS
Mayor of the City of Stockton

ATTEST:



ELIZA R. GARZA, CMC
City Clerk of the City of Stockton



**REPUBLIC
SERVICES**

**WASTE
MANAGEMENT**

Legend

- REFUSE MANAGEMENT BORDER
- SERVICE DAY**
 - MONDAY
 - TUESDAY
 - WEDNESDAY
 - THURSDAY
 - FRIDAY
- CITY LIMITS
- COUNTY AREA

GARBAGE SERVICE AREAS

BY SERVICE PROVIDER BOUNDARY AND SERVICE DAY





**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

**Single-Family, Duplex and Tri-Plex Customers
(Rates in \$ per Customer per Month)**

Note:

The following rates apply only to customers living in single-family, duplex and tri-plex homes.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable
Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|------------------------------|----------------|-------|
| 30-gal solid waste container | \$ | 31.59 |
| 60-gal solid waste container | \$ | 40.01 |
| 90-gal solid waste container | \$ | 48.47 |

| Service Description | Rate Per Month | |
|---|----------------|-------|
| Additional 30-gal solid waste container | \$ | 10.53 |
| Additional 60-gal solid waste container | \$ | 13.34 |
| Additional 90-gal solid waste container | \$ | 16.16 |

| Service Description | Rate Per Month | |
|---------------------------------------|----------------|------|
| Additional 60-gal recycling container | \$ | 6.67 |
| Additional 90-gal recycling container | \$ | 8.08 |

| Service Description | Rate Per Month | |
|--------------------------------------|----------------|-------|
| Additional 60-gal organics container | \$ | 10.00 |
| Additional 90-gal organics container | \$ | 12.12 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Single-Family, Duplex and Tri-Plex Customers

Senior Rate (65 and older)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to senior customers (age 65 and over) living in single-family, duplex and tri-plex homes. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 28.44 |
| 60-gal solid waste container | \$ 36.06 |
| 90-gal solid waste container | \$ 43.66 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 9.48 |
| Additional 60-gal solid waste container | \$ 12.02 |
| Additional 90-gal solid waste container | \$ 14.55 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.01 |
| Additional 90-gal recycling container | \$ 7.28 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 9.01 |
| Additional 90-gal organics container | \$ 10.91 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Single-Family, Duplex and Tri-Plex Customers

Senior Below Median Income Rate (65 and over, below median income)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to senior customers (age 65 and over with below median income) living in single-family, duplex and tri-plex homes. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 25.30 |
| 60-gal solid waste container | \$ 32.09 |
| 90-gal solid waste container | \$ 38.85 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 8.43 |
| Additional 60-gal solid waste container | \$ 10.70 |
| Additional 90-gal solid waste container | \$ 12.95 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 5.35 |
| Additional 90-gal recycling container | \$ 6.48 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 8.02 |
| Additional 90-gal organics container | \$ 9.71 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Single-Family, Duplex and Tri-Plex Customers
Disabled Rate (under 65 and below median income)
(Rates in \$ per Customer per Month)

Note:

The following rates apply only to disabled customers (under age 65 with below median income) living in single-family, duplex and tri-plex homes. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|------------------------------|----------------|-------|
| 30-gal solid waste container | \$ | 28.44 |
| 60-gal solid waste container | \$ | 36.06 |
| 90-gal solid waste container | \$ | 43.66 |

| Service Description | Rate Per Month | |
|---|----------------|-------|
| Additional 30-gal solid waste container | \$ | 9.48 |
| Additional 60-gal solid waste container | \$ | 12.02 |
| Additional 90-gal solid waste container | \$ | 14.55 |

| Service Description | Rate Per Month | |
|---------------------------------------|----------------|------|
| Additional 60-gal recycling container | \$ | 6.01 |
| Additional 90-gal recycling container | \$ | 7.28 |

| Service Description | Rate Per Month | |
|--------------------------------------|----------------|-------|
| Additional 60-gal organics container | \$ | 9.01 |
| Additional 90-gal organics container | \$ | 10.91 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Single-Family, Duplex and Tri-Plex Customers

Special Service Charges

Note:

The following rates apply only to customers living in single-family, duplex and tri-plex homes.

| Service Description | Rate Per Month |
|--|-----------------------|
| Backyard Charge ¹ - per household per month | \$ 12.90 |

| Service Description | Rate Per Occurrence |
|---|----------------------------|
| On-call bulky items pickup - per CY pickup | \$ 24.32 |
| 4 cubic yard bin (dropped off and removed within 3 days) | \$ 206.70 |
| 20 cubic yard bin (dropped off and removed within 3 days) | \$ 289.41 |
| Locking Device (one time charge for fabrication and installation) | \$ 73.64 |
| Container Swap Charge - After first free per year | \$ 27.95 |
| Late Fee - after 30 days from invoice date | \$ 4.42 |
| Extra Pickup ² : | \$ 27.95 |
| 30-gallon container - same day service day | \$ 5.94 |
| 60-gallon container - same day service day | \$ 11.83 |
| 90-gallon container - same day service day | \$ 17.74 |
| Overage Charge: | |
| 30-gallon container (Solid Waste) | \$ 5.94 |
| 60-gallon container (Solid Waste) | \$ 11.83 |
| 90-gallon container (Solid Waste) | \$ 17.74 |
| 60-gallon container (Recycling) | \$ 5.91 |
| 90-gallon container (Recycling) | \$ 8.87 |
| 60-gallon container (Organics) | \$ 8.87 |
| 90-gallon container (Organics) | \$ 13.31 |
| Contamination Charge: | |
| 30-gallon container (All Materials) | \$ 5.94 |
| 60-gallon container (All Materials) | \$ 11.83 |
| 90-gallon container (All Materials) | \$ 17.74 |

¹ Seniors and Disabled customers will receive this service at no charge with doctor's verification.

² Amount added to same day services charges from non-service day pickup.



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Cart Service
(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile home parks with individual wheeled carts.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 32.86 |
| 60-gal solid waste container | \$ 40.95 |
| 90-gal solid waste container | \$ 49.03 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 10.95 |
| Additional 60-gal solid waste container | \$ 13.65 |
| Additional 90-gal solid waste container | \$ 16.34 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.82 |
| Additional 90-gal recycling container | \$ 8.17 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 10.24 |
| Additional 90-gal organics container | \$ 12.26 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Cart Service

Senior Rate (65 and older)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to senior customers (age 65 and over) living in mobile home parks with individual wheeled carts. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 29.57 |
| 60-gal solid waste container | \$ 36.85 |
| 90-gal solid waste container | \$ 44.12 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 9.86 |
| Additional 60-gal solid waste container | \$ 12.28 |
| Additional 90-gal solid waste container | \$ 14.71 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.14 |
| Additional 90-gal recycling container | \$ 7.35 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 9.21 |
| Additional 90-gal organics container | \$ 11.03 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Cart Service

Senior Below Median Income Rate (65 and over, below median income)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to senior customers (age 65 and over with below median income) living in mobile home parks with individual wheeled carts. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate includes weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|------------------------------|----------------|-------|
| 30-gal solid waste container | \$ | 26.29 |
| 60-gal solid waste container | \$ | 32.76 |
| 90-gal solid waste container | \$ | 39.22 |

| Service Description | Rate Per Month | |
|---|----------------|-------|
| Additional 30-gal solid waste container | \$ | 8.76 |
| Additional 60-gal solid waste container | \$ | 10.92 |
| Additional 90-gal solid waste container | \$ | 13.07 |

| Service Description | Rate Per Month | |
|---------------------------------------|----------------|------|
| Additional 60-gal recycling container | \$ | 5.46 |
| Additional 90-gal recycling container | \$ | 6.54 |

| Service Description | Rate Per Month | |
|--------------------------------------|----------------|------|
| Additional 60-gal organics container | \$ | 8.19 |
| Additional 90-gal organics container | \$ | 9.81 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Cart Service

Disabled Rate (under 65 and below median income)

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to disabled customers (under age 65 with below median income) living in mobile home parks with individual wheeled carts. To qualify, the bill must be in the name of the qualifying customer and for the customer's primary residence.

Monthly Rate **includes** weekly Solid Waste, 60-gal Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|------------------------------|----------------|
| 30-gal solid waste container | \$ 29.57 |
| 60-gal solid waste container | \$ 36.85 |
| 90-gal solid waste container | \$ 44.12 |

| Service Description | Rate Per Month |
|---|----------------|
| Additional 30-gal solid waste container | \$ 9.86 |
| Additional 60-gal solid waste container | \$ 12.28 |
| Additional 90-gal solid waste container | \$ 14.71 |

| Service Description | Rate Per Month |
|---------------------------------------|----------------|
| Additional 60-gal recycling container | \$ 6.14 |
| Additional 90-gal recycling container | \$ 7.35 |

| Service Description | Rate Per Month |
|--------------------------------------|----------------|
| Additional 60-gal organics container | \$ 9.21 |
| Additional 90-gal organics container | \$ 11.03 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable
Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|---------------------------|----------------|--------|
| 1 cubic yard container: | | |
| 1 pickup per week | \$ | 134.59 |
| 2 pickups per week | \$ | 262.73 |
| 3 pickups per week | \$ | 388.18 |
| 4 pickups per week | \$ | 516.33 |
| 5 pickups per week | \$ | 641.78 |
| 6 pickups per week | \$ | 769.96 |
| 1.5 cubic yard container: | | |
| 1 pickup per week | \$ | 180.27 |
| 2 pickups per week | \$ | 303.28 |
| 3 pickups per week | \$ | 369.81 |
| 4 pickups per week | \$ | 523.45 |
| 5 pickups per week | \$ | 646.47 |
| 6 pickups per week | \$ | 742.05 |
| 2 cubic yard container: | | |
| 1 pickup per week | \$ | 193.78 |
| 2 pickups per week | \$ | 336.41 |
| 3 pickups per week | \$ | 454.98 |
| 4 pickups per week | \$ | 583.25 |
| 5 pickups per week | \$ | 719.62 |
| 6 pickups per week | \$ | 825.29 |
| 3 cubic yard container: | | |
| 1 pickup per week | \$ | 236.40 |
| 2 pickups per week | \$ | 388.16 |
| 3 pickups per week | \$ | 539.87 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|-------------------------------------|----------------|
| 3 cubic yard container (continued): | |
| 4 pickups per week | \$ 698.06 |
| 5 pickups per week | \$ 865.92 |
| 6 pickups per week | \$ 967.63 |
| 4 cubic yard container: | |
| 1 pickup per week | \$ 261.49 |
| 2 pickups per week | \$ 472.16 |
| 3 pickups per week | \$ 679.61 |
| 4 pickups per week | \$ 882.21 |
| 5 pickups per week | \$ 1,088.05 |
| 6 pickups per week | \$ 1,163.19 |
| 5 cubic yard container: | |
| 1 pickup per week | \$ 332.47 |
| 2 pickups per week | \$ 636.36 |
| 3 pickups per week | \$ 940.22 |
| 4 pickups per week | \$ 1,244.12 |
| 5 pickups per week | \$ 1,548.01 |
| 6 pickups per week | \$ 1,851.90 |
| 6 cubic yard container: | |
| 1 pickup per week | \$ 377.81 |
| 2 pickups per week | \$ 726.98 |
| 3 pickups per week | \$ 1,073.40 |
| 4 pickups per week | \$ 1,419.89 |
| 5 pickups per week | \$ 1,756.55 |
| 6 pickups per week | \$ 1,901.16 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable
Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|-------------------------|----------------|
| 7 cubic yard container: | |
| 1 pickup per week | \$ 423.11 |
| 2 pickup per week | \$ 817.58 |
| 3 pickup per week | \$ 1,209.32 |
| 4 pickup per week | \$ 1,601.05 |
| 5 pickup per week | \$ 1,992.78 |
| 6 pickup per week | \$ 2,387.31 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|---------------------------|----------------|
| 1 cubic yard container: | |
| 1 pickup per week | \$ 67.29 |
| 2 pickup per week | \$ 131.36 |
| 3 pickup per week | \$ 194.09 |
| 4 pickup per week | \$ 258.17 |
| 5 pickup per week | \$ 320.89 |
| 6 pickup per week | \$ 384.98 |
| 1.5 cubic yard container: | |
| 1 pickup per week | \$ 90.14 |
| 2 pickups per week | \$ 151.64 |
| 3 pickups per week | \$ 184.90 |
| 4 pickups per week | \$ 261.73 |
| 5 pickups per week | \$ 323.24 |
| 6 pickups per week | \$ 371.02 |
| 2 cubic yard container: | |
| 1 pickup per week | \$ 96.89 |
| 2 pickups per week | \$ 168.20 |
| 3 pickups per week | \$ 227.49 |
| 4 pickups per week | \$ 291.62 |
| 5 pickups per week | \$ 359.81 |
| 6 pickups per week | \$ 412.64 |
| 3 cubic yard container: | |
| 1 pickup per week | \$ 118.20 |
| 2 pickups per week | \$ 194.08 |
| 3 pickups per week | \$ 269.93 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|-------------------------------------|----------------|
| 3 cubic yard container (continued): | |
| 4 pickups per week | \$ 349.03 |
| 5 pickups per week | \$ 432.96 |
| 6 pickups per week | \$ 483.81 |
| 4 cubic yard container: | |
| 1 pickup per week | \$ 130.75 |
| 2 pickups per week | \$ 236.08 |
| 3 pickups per week | \$ 339.81 |
| 4 pickups per week | \$ 441.11 |
| 5 pickups per week | \$ 544.03 |
| 6 pickups per week | \$ 581.59 |
| 5 cubic yard container: | |
| 1 pickup per week | \$ 166.23 |
| 2 pickups per week | \$ 318.18 |
| 3 pickups per week | \$ 470.11 |
| 4 pickups per week | \$ 622.06 |
| 5 pickups per week | \$ 774.00 |
| 6 pickups per week | \$ 925.95 |
| 6 cubic yard container: | |
| 1 pickup per week | \$ 188.90 |
| 2 pickups per week | \$ 363.49 |
| 3 pickups per week | \$ 536.70 |
| 4 pickups per week | \$ 709.95 |
| 5 pickups per week | \$ 878.28 |
| 6 pickups per week | \$ 950.58 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 211.55 |
| 2 pickups per week | \$ | 408.79 |
| 3 pickups per week | \$ | 604.66 |
| 4 pickups per week | \$ | 800.53 |
| 5 pickups per week | \$ | 996.39 |
| 6 pickups per week | \$ | 1,193.66 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for organics services requested **beyond** the 90-gallon Organics service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|---------------------------|----------------|
| 1 cubic yard container: | |
| 1 pickup per week | \$ 100.94 |
| 2 pickups per week | \$ 197.05 |
| 3 pickups per week | \$ 291.13 |
| 4 pickups per week | \$ 387.25 |
| 5 pickups per week | \$ 481.33 |
| 6 pickups per week | \$ 577.47 |
| 1.5 cubic yard container: | |
| 1 pickup per week | \$ 135.20 |
| 2 pickups per week | \$ 227.46 |
| 3 pickups per week | \$ 277.36 |
| 4 pickups per week | \$ 392.59 |
| 5 pickups per week | \$ 48.86 |
| 6 pickups per week | \$ 556.53 |
| 2 cubic yard container: | |
| 1 pickup per week | \$ 145.34 |
| 2 pickups per week | \$ 252.30 |
| 3 pickups per week | \$ 341.24 |
| 4 pickups per week | \$ 437.43 |
| 5 pickups per week | \$ 539.72 |
| 6 pickups per week | \$ 618.96 |
| 3 cubic yard container: | |
| 1 pickup per week | \$ 177.30 |
| 2 pickups per week | \$ 291.12 |
| 3 pickups per week | \$ 404.90 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for organics services requested **beyond** the 90-gallon Organics service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------------------|----------------|----------|
| 3 cubic yard container (continued): | | |
| 4 pickups per week | \$ | 523.54 |
| 5 pickups per week | \$ | 649.44 |
| 6 pickups per week | \$ | 725.72 |
| 4 cubic yard container: | | |
| 1 pickup per week | \$ | 196.12 |
| 2 pickups per week | \$ | 354.12 |
| 3 pickups per week | \$ | 509.71 |
| 4 pickups per week | \$ | 661.66 |
| 5 pickups per week | \$ | 816.04 |
| 6 pickups per week | \$ | 872.39 |
| 5 cubic yard container: | | |
| 1 pickup per week | \$ | 249.35 |
| 2 pickups per week | \$ | 477.27 |
| 3 pickups per week | \$ | 705.16 |
| 4 pickups per week | \$ | 933.09 |
| 5 pickups per week | \$ | 1,161.01 |
| 6 pickups per week | \$ | 1,388.92 |
| 6 cubic yard container: | | |
| 1 pickup per week | \$ | 283.35 |
| 2 pickups per week | \$ | 545.24 |
| 3 pickups per week | \$ | 805.05 |
| 4 pickups per week | \$ | 1,064.92 |
| 5 pickups per week | \$ | 1,317.41 |
| 6 pickups per week | \$ | 1,425.87 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Home Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

The rates listed below are for organics services requested **beyond** the 90-gallon Organics service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 317.33 |
| 2 pickups per week | \$ | 613.19 |
| 3 pickups per week | \$ | 906.99 |
| 4 pickups per week | \$ | 1,200.79 |
| 5 pickups per week | \$ | 1,494.59 |
| 6 pickups per week | \$ | 1,790.48 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

**Mobile Home Customers
Special Service Charges**

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

| Service Description | Rate Per Month |
|--|----------------|
| Backyard Charge ¹ - per household per month | \$ 12.90 |

| Service Description | Rate Per Occurrence |
|--|---------------------|
| Key Charges ² - per container per month ³ | \$ 4.83 |
| Enclosure Charges ⁴ - per container per month ³ | \$ 6.43 |
| Gate Service Charges ⁵ - per container per month ³ | \$ 8.04 |
| Long Walk Charges ⁶ - per container per month ³ | \$ 12.90 |
| Maximum Charge - per container per month ³ | \$ 32.26 |
| Container Swap Charge - After first free per year | \$ 27.95 |
| Late Fee - after 30 days from invoice date | \$ 4.42 |
| Extra Pickup ⁷ : | \$ 27.95 |
| 30-gallon container - same day service day | \$ 5.94 |
| 60-gallon container - same day service day | \$ 11.83 |
| 90-gallon container - same day service day | \$ 17.74 |

¹ Seniors and Disabled customers will receive this service at no charge with doctor's verification.

² Key charges are allowed when container access requires the driver to carry a key and unlock a lock to empty the container. Key charges do not apply if a customer's lock is left in the unlocked position.

³ Charges for key, enclosure, gate, and long walk service are not cumulative pickup charges. The contractor's rates for a customer requiring one or more of these services will be a maximum rate (as specified in the table above) as adjusted for CPI.

⁴ Enclosure charges are allowed when collection required removing a container from an enclosure and replacing it when emptied.

⁵ Gate service charges are allowed when collection requires opening a closed or locked gate in order to access a container.

⁶ Long walk charges are allowed when a container is placed further than 10 feet from where the collection vehicle has access.

⁷ Amount added to same day services charges from non-service day pickup.



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

**Mobile Home Customers
Special Service Charges**

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

| Service Description | Rate Per Occurrence |
|---|----------------------------|
| On-call bulky items pickup - per CY pickup | \$ 24.32 |
| 4 cubic yard bin (dropped off and removed within 3 days) | \$ 206.70 |
| 20 cubic yard bin (dropped off and removed within 3 days) | \$ 289.41 |
| Locking Device (one time charge for fabrication and installation) | \$ 73.64 |
| Overage Charge: | |
| 30-gallon container (Solid Waste) | \$ 5.94 |
| 60-gallon container (Solid Waste) | \$ 11.83 |
| 90-gallon container (Solid Waste) | \$ 17.74 |
| 60-gallon container (Recycling) | \$ 5.91 |
| 90-gallon container (Recycling) | \$ 8.87 |
| 60-gallon container (Organics) | \$ 8.87 |
| 90-gallon container (Organics) | \$ 13.31 |
| 1 cubic yard container (All Material) | \$ 80.00 |
| 1.5 cubic yard container (All Material) | \$ 80.00 |
| 2 cubic yard container (All Material) | \$ 80.00 |
| 3 cubic yard container (All Material) | \$ 80.00 |
| 4 cubic yard container (All Material) | \$ 125.00 |
| 5 cubic yard container (All Material) | \$ 125.00 |
| 6 cubic yard container (All Material) | \$ 125.00 |
| 7 cubic yard container (All Material) | \$ 125.00 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

**Mobile Home Customers
Special Service Charges**

Note:

The following rates apply only to customers living in mobile homes parks with bin service.

| Service Description | Rate Per Occurrence | |
|---|---------------------|--------|
| Contamination Charge: | | |
| 30-gallon container (All Material) | \$ | 5.94 |
| 60-gallon container (All Material) | \$ | 11.83 |
| 90-gallon container (All Material) | \$ | 17.74 |
| 1 cubic yard container (All Material) | \$ | 80.00 |
| 1.5 cubic yard container (All Material) | \$ | 80.00 |
| 2 cubic yard container (All Material) | \$ | 80.00 |
| 3 cubic yard container (All Material) | \$ | 80.00 |
| 4 cubic yard container (All Material) | \$ | 125.00 |
| 5 cubic yard container (All Material) | \$ | 125.00 |
| 6 cubic yard container (All Material) | \$ | 125.00 |
| 7 cubic yard container (All Material) | \$ | 125.00 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Cart Service
(Rates in \$ per Customer per Month)

Note:

The following rates apply only to multi-family and commercial customers with individual wheeled carts.

Monthly Rate includes weekly Solid Waste, 90-gal Recyclable
Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|------------------------------|----------------|-------|
| 30-gal solid waste container | \$ | 51.72 |
| 60-gal solid waste container | \$ | 59.95 |
| 90-gal solid waste container | \$ | 68.20 |

| Service Description | Rate Per Month | |
|--|----------------|--------|
| 90-gal solid waste container - 2x a week service | \$ | 111.35 |
| 90-gal solid waste container - 3x a week service | \$ | 154.50 |
| 90-gal solid waste container - 4x a week service | \$ | 213.81 |
| 90-gal solid waste container - 5x a week service | \$ | 265.03 |
| 90-gal solid waste container - 6x a week service | \$ | 297.51 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Cart Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to multi-family and commercial customers with individual wheeled carts.

The rates listed below are for recycling services requested **beyond** the 90-gallon Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|--|----------------|-------|
| 60-gal recycling container - 1x a week service | \$ | 9.99 |
| 90-gal recycling container - 1x a week service | \$ | 11.37 |

| Service Description | Rate Per Month | |
|--|----------------|-------|
| 90-gal recycling container - 2x a week service | \$ | 18.56 |
| 90-gal recycling container - 3x a week service | \$ | 25.75 |
| 90-gal recycling container - 4x a week service | \$ | 35.63 |
| 90-gal recycling container - 5x a week service | \$ | 44.17 |
| 90-gal recycling container - 6x a week service | \$ | 49.59 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Cart Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to multi-family and commercial customers with individual wheeled carts.

The rates listed below are for organics services requested **beyond** the 90-gallon Organics service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|---|----------------|-------|
| 60-gal organics container - 1x a week service | \$ | 14.99 |
| 90-gal organics container - 1x a week service | \$ | 17.05 |

| Service Description | Rate Per Month | |
|---|----------------|-------|
| 90-gal organics container - 2x a week service | \$ | 27.84 |
| 90-gal organics container - 3x a week service | \$ | 38.63 |
| 90-gal organics container - 4x a week service | \$ | 53.45 |
| 90-gal organics container - 5x a week service | \$ | 66.26 |
| 90-gal organics container - 6x a week service | \$ | 74.38 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|---------------------------|----------------|--------|
| 1 cubic yard container: | | |
| 1 pickup per week | \$ | 134.59 |
| 2 pickups per week | \$ | 262.73 |
| 3 pickups per week | \$ | 388.18 |
| 4 pickups per week | \$ | 516.33 |
| 5 pickups per week | \$ | 641.78 |
| 6 pickups per week | \$ | 769.96 |
| 1.5 cubic yard container: | | |
| 1 pickup per week | \$ | 180.27 |
| 2 pickups per week | \$ | 303.28 |
| 3 pickups per week | \$ | 369.81 |
| 4 pickups per week | \$ | 523.45 |
| 5 pickups per week | \$ | 646.47 |
| 6 pickups per week | \$ | 742.05 |
| 2 cubic yard container: | | |
| 1 pickup per week | \$ | 193.78 |
| 2 pickups per week | \$ | 336.41 |
| 3 pickups per week | \$ | 454.98 |
| 4 pickups per week | \$ | 583.25 |
| 5 pickups per week | \$ | 719.62 |
| 6 pickups per week | \$ | 825.29 |
| 3 cubic yard container: | | |
| 1 pickup per week | \$ | 236.40 |
| 2 pickups per week | \$ | 388.16 |
| 3 pickups per week | \$ | 539.87 |
| 4 pickups per week | \$ | 698.06 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month |
|-------------------------------------|----------------|
| 3 cubic yard container (continued): | |
| 5 pickups per week | \$ 865.92 |
| 6 pickups per week | \$ 967.63 |
| 4 cubic yard container: | |
| 1 pickup per week | \$ 261.49 |
| 2 pickups per week | \$ 472.16 |
| 3 pickups per week | \$ 679.61 |
| 4 pickups per week | \$ 882.21 |
| 5 pickups per week | \$ 1,088.05 |
| 6 pickups per week | \$ 1,163.19 |
| 5 cubic yard container: | |
| 1 pickup per week | \$ 332.47 |
| 2 pickups per week | \$ 636.36 |
| 3 pickups per week | \$ 940.22 |
| 4 pickups per week | \$ 1,244.12 |
| 5 pickups per week | \$ 1,548.01 |
| 6 pickups per week | \$ 1,851.90 |
| 6 cubic yard container: | |
| 1 pickup per week | \$ 377.81 |
| 2 pickups per week | \$ 726.98 |
| 3 pickups per week | \$ 1,073.40 |
| 4 pickups per week | \$ 1,419.89 |
| 5 pickups per week | \$ 1,756.55 |
| 6 pickups per week | \$ 1,901.16 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Solid Waste Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

Monthly Rate includes weekly Solid Waste, up to 1 cubic yard Recyclable Materials and 90-gal Organic Materials Collection Services.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 423.11 |
| 2 pickups per week | \$ | 817.58 |
| 3 pickups per week | \$ | 1,209.32 |
| 4 pickups per week | \$ | 1,601.05 |
| 5 pickups per week | \$ | 1,992.78 |
| 6 pickups per week | \$ | 2,387.31 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|---------------------------|----------------|
| 1 cubic yard container: | |
| 1 pickup per week | \$ 67.29 |
| 2 pickups per week | \$ 131.36 |
| 3 pickups per week | \$ 194.09 |
| 4 pickups per week | \$ 258.17 |
| 5 pickups per week | \$ 320.89 |
| 6 pickups per week | \$ 384.98 |
| 1.5 cubic yard container: | |
| 1 pickup per week | \$ 90.14 |
| 2 pickups per week | \$ 151.64 |
| 3 pickups per week | \$ 184.90 |
| 4 pickups per week | \$ 261.73 |
| 5 pickups per week | \$ 323.24 |
| 6 pickups per week | \$ 371.02 |
| 2 cubic yard container: | |
| 1 pickup per week | \$ 96.89 |
| 2 pickups per week | \$ 168.20 |
| 3 pickups per week | \$ 227.49 |
| 4 pickups per week | \$ 291.62 |
| 5 pickups per week | \$ 359.81 |
| 6 pickups per week | \$ 412.64 |
| 3 cubic yard container: | |
| 1 pickup per week | \$ 118.20 |
| 2 pickups per week | \$ 194.08 |
| 3 pickups per week | \$ 269.93 |
| 4 pickups per week | \$ 349.03 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------------------|----------------|--------|
| 3 cubic yard container (continued): | | |
| 5 pickups per week | \$ | 432.96 |
| 6 pickups per week | \$ | 483.81 |
| 4 cubic yard container: | | |
| 1 pickup per week | \$ | 130.75 |
| 2 pickups per week | \$ | 236.08 |
| 3 pickups per week | \$ | 339.81 |
| 4 pickups per week | \$ | 441.11 |
| 5 pickups per week | \$ | 544.03 |
| 6 pickups per week | \$ | 581.59 |
| 5 cubic yard container: | | |
| 1 pickup per week | \$ | 166.23 |
| 2 pickups per week | \$ | 318.18 |
| 3 pickups per week | \$ | 470.11 |
| 4 pickups per week | \$ | 622.06 |
| 5 pickups per week | \$ | 774.00 |
| 6 pickups per week | \$ | 925.95 |
| 6 cubic yard container: | | |
| 1 pickup per week | \$ | 188.90 |
| 2 pickups per week | \$ | 363.49 |
| 3 pickups per week | \$ | 536.70 |
| 4 pickups per week | \$ | 709.95 |
| 5 pickups per week | \$ | 878.28 |
| 6 pickups per week | \$ | 950.58 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Recycling Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for recycling services requested beyond the 1 cubic yard Recyclable service included in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 211.55 |
| 2 pickups per week | \$ | 408.79 |
| 3 pickups per week | \$ | 604.66 |
| 4 pickups per week | \$ | 800.53 |
| 5 pickups per week | \$ | 996.39 |
| 6 pickups per week | \$ | 1,193.66 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for organics services requested beyond the 90-gallon Organics service provided for in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|---------------------------|----------------|--------|
| 1 cubic yard container: | | |
| 1 pickup per week | \$ | 100.94 |
| 2 pickups per week | \$ | 197.05 |
| 3 pickups per week | \$ | 291.13 |
| 4 pickups per week | \$ | 387.25 |
| 5 pickups per week | \$ | 481.33 |
| 6 pickups per week | \$ | 577.47 |
| 1.5 cubic yard container: | | |
| 1 pickup per week | \$ | 135.20 |
| 2 pickups per week | \$ | 227.46 |
| 3 pickups per week | \$ | 277.36 |
| 4 pickups per week | \$ | 392.59 |
| 5 pickups per week | \$ | 484.86 |
| 6 pickups per week | \$ | 556.53 |
| 2 cubic yard container: | | |
| 1 pickup per week | \$ | 145.34 |
| 2 pickups per week | \$ | 252.30 |
| 3 pickups per week | \$ | 341.24 |
| 4 pickups per week | \$ | 437.43 |
| 5 pickups per week | \$ | 539.72 |
| 6 pickups per week | \$ | 618.96 |
| 3 cubic yard container: | | |
| 1 pickup per week | \$ | 177.30 |
| 2 pickups per week | \$ | 291.12 |
| 3 pickups per week | \$ | 404.90 |
| 4 pickups per week | \$ | 523.54 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for organics services requested beyond the 90-gallon Organics service provided for in the monthly solid waste service charge.

| Service Description | Rate Per Month |
|-------------------------------------|----------------|
| 3 cubic yard container (continued): | |
| 5 pickups per week | \$ 649.44 |
| 6 pickups per week | \$ 725.72 |
| 4 cubic yard container: | \$ 196.12 |
| 1 pickup per week | \$ 354.12 |
| 2 pickups per week | \$ 509.71 |
| 3 pickups per week | \$ 661.66 |
| 4 pickups per week | \$ 816.04 |
| 5 pickups per week | \$ 872.39 |
| 6 pickups per week | |
| 5 cubic yard container: | |
| 1 pickup per week | \$ 249.35 |
| 2 pickups per week | \$ 477.27 |
| 3 pickups per week | \$ 705.16 |
| 4 pickups per week | \$ 933.09 |
| 5 pickups per week | \$ 1,161.01 |
| 6 pickups per week | \$ 1,388.92 |
| 6 cubic yard container: | |
| 1 pickup per week | \$ 283.35 |
| 2 pickups per week | \$ 545.24 |
| 3 pickups per week | \$ 805.05 |
| 4 pickups per week | \$ 1,064.92 |
| 5 pickups per week | \$ 1,317.41 |
| 6 pickups per week | \$ 1,425.87 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers - Bin Service

Organics Collection

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to commercial customers with bin service.

The rates listed below are for organics services requested beyond the 90-gallon Organics service provided for in the monthly solid waste service charge.

| Service Description | Rate Per Month | |
|-------------------------|----------------|----------|
| 7 cubic yard container: | | |
| 1 pickup per week | \$ | 317.33 |
| 2 pickups per week | \$ | 613.19 |
| 3 pickups per week | \$ | 906.99 |
| 4 pickups per week | \$ | 1,200.79 |
| 5 pickups per week | \$ | 1,494.59 |
| 6 pickups per week | \$ | 1,790.48 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

**Multi-Family and Commercial Customers
Special Service Charges**

Note:

The following rates apply to all multi-family and commercial customers.

| Service Description | Rate Per Occurrence |
|--|---------------------|
| Key Charges ¹ - per container per month ² | \$ 4.83 |
| Enclosure Charges ³ - per container per month ² | \$ 6.43 |
| Gate Service Charges ⁴ - per container per month ² | \$ 8.04 |
| Long Walk Charges ⁵ - per container per month ² | \$ 12.90 |
| Maximum Charge - per container per month ² | \$ 32.26 |
| Stinger Service ⁶ (All Material) - per location, per month | |
| 1 pickup per week | \$ 27.95 |
| 2 pickups per week | \$ 55.90 |
| 3 pickups per week | \$ 83.85 |
| 4 pickups per week | \$ 111.80 |
| 5 pickups per week | \$ 139.75 |
| 6 pickups per week | \$ 167.70 |
| Container Swap Charge - After first free per year | \$ 27.95 |
| Late Fee - after 30 days from invoice date | \$ 4.42 |

¹ Key charges are allowed when container access requires the driver to carry a key and unlock a lock to empty the container. Key charges do not apply if a customer's lock is left in the unlocked position.

² Charges for key, enclosure, gate, and long walk service are not cumulative pickup charges. The contractor's rates for a customer requiring one or more of these services will be a maximum rate (as specified in the table above) as adjusted for CPI.

³ Enclosure charges are allowed when collection required removing a container from an enclosure and replacing it when emptied.

⁴ Gate service charges are allowed when collection requires opening a closed or locked gate in order to access a container.

⁵ Long walk charges are allowed when a container is placed further than 10 feet from where the collection vehicle has access.

⁶ Stinger service - Small truck retrieval of containers from hard-to-reach places (example: narrow street or small enclosures) or, from facilities in which the customer requested this service. Service is completed using regular collection vehicles. Containers are returned to the original location by the small retrieval truck.



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

**Multi-Family and Commercial Customers
Special Service Charges**

Note:

The following rates apply to all multi-family and commercial customers.

| Service Description | Rate Per Occurrence |
|--|---------------------|
| Extra Pickup ⁶ : | \$ 27.95 |
| 30-gallon container - same day service day (Solid Waste) | \$ 5.94 |
| 60-gallon container - same day service day (Solid Waste) | \$ 11.83 |
| 60-gallon container - same day service day (Recycling) | \$ 5.91 |
| 60-gallon container - same day service day (Organics) | \$ 8.87 |
| 90-gallon container - same day service day (Solid Waste) | \$ 17.74 |
| 90-gallon container - same day service day (Recycling) | \$ 8.87 |
| 90-gallon container - same day service day (Organics) | \$ 13.31 |
| 1 cubic yard - same day service day (Solid Waste) | \$ 72.99 |
| 1 cubic yard - same day service day (Recycling) | \$ 36.49 |
| 1 cubic yard - same day service day (Organics) | \$ 54.74 |
| 1.5 cubic yard - same day service day (Solid Waste) | \$ 74.71 |
| 1.5 cubic yard - same day service day (Recycling) | \$ 37.36 |
| 1.5 cubic yard - same day service day (Organics) | \$ 56.03 |
| 2 cubic yard - same day service day (Solid Waste) | \$ 86.29 |
| 2 cubic yard - same day service day (Recycling) | \$ 43.14 |
| 2 cubic yard - same day service day (Organics) | \$ 64.72 |
| 3 cubic yard - same day service day (Solid Waste) | \$ 96.29 |
| 3 cubic yard - same day service day (Recycling) | \$ 48.14 |
| 3 cubic yard - same day service day (Organics) | \$ 72.22 |
| 4 cubic yard - same day service day (Solid Waste) | \$ 107.92 |
| 4 cubic yard - same day service day (Recycling) | \$ 53.96 |
| 4 cubic yard - same day service day (Organics) | \$ 80.94 |
| 5 cubic yard - same day service day (Solid Waste) | \$ 117.89 |
| 5 cubic yard - same day service day (Recycling) | \$ 58.95 |
| 5 cubic yard - same day service day (Organics) | \$ 88.42 |
| 6 cubic yard - same day service day (Solid Waste) | \$ 129.51 |
| 6 cubic yard - same day service day (Recycling) | \$ 64.75 |
| 6 cubic yard - same day service day (Organics) | \$ 97.13 |
| 7 cubic yard - same day service day (Solid Waste) | \$ 139.48 |
| 7 cubic yard - same day service day (Recycling) | \$ 69.74 |
| 7 cubic yard - same day service day (Organics) | \$ 104.61 |

⁶ Amount added to same day services charges from non-service day pickup.



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers
Special Service Charges

Note:

The following rates apply to all multi-family and commercial customers.

| Service Description | Rate Per Occurrence | |
|---|----------------------------|--------|
| On-call bulky items pickup - per CY pickup | \$ | 24.32 |
| 4 cubic yard bin (dropped off and removed within 3 days) | \$ | 206.70 |
| 20 cubic yard bin (dropped off and removed within 3 days) | \$ | 289.41 |
| Locking Device (one time charge for fabrication and installation) | \$ | 73.64 |
| Overage Charge: | | |
| 30-gallon cart (Solid Waste) | \$ | 5.94 |
| 60-gallon cart (Solid Waste) | \$ | 11.83 |
| 90-gallon cart (Solid Waste) | \$ | 17.74 |
| 60-gallon cart (Recycling) | \$ | 5.91 |
| 90-gallon cart (Recycling) | \$ | 8.87 |
| 60-gallon cart (Organics) | \$ | 8.87 |
| 90-gallon cart (Organics) | \$ | 13.31 |
| 1 cubic yard container (All Material) | \$ | 80.00 |
| 1.5 cubic yard container (All Material) | \$ | 80.00 |
| 2 cubic yard container (All Material) | \$ | 80.00 |
| 3 cubic yard container (All Material) | \$ | 80.00 |
| 4 cubic yard container (All Material) | \$ | 125.00 |
| 5 cubic yard container (All Material) | \$ | 125.00 |
| 6 cubic yard container (All Material) | \$ | 125.00 |
| 7 cubic yard container (All Material) | \$ | 125.00 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Multi-Family and Commercial Customers
Special Service Charges

Note:

The following rates apply to all multi-family and commercial customers.

| Service Description | Rate Per Occurrence | |
|---|---------------------|--------|
| Contamination Charge: | | |
| 30-gallon cart (All Material) | \$ | 5.94 |
| 60-gallon cart (All Material) | \$ | 11.83 |
| 90-gallon cart (All Material) | \$ | 17.74 |
| 1 cubic yard container (All Material) | \$ | 80.00 |
| 1.5 cubic yard container (All Material) | \$ | 80.00 |
| 2 cubic yard container (All Material) | \$ | 80.00 |
| 3 cubic yard container (All Material) | \$ | 80.00 |
| 4 cubic yard container (All Material) | \$ | 125.00 |
| 5 cubic yard container (All Material) | \$ | 125.00 |
| 6 cubic yard container (All Material) | \$ | 125.00 |
| 7 cubic yard container (All Material) | \$ | 125.00 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Homes, Multi-Family and Commercial Customers

Front Load Compactor Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

| Service Description | Rate Per Month |
|---|----------------|
| 2 cubic yard SOLID WASTE compactor: 1 pickup per week | \$ 326.23 |
| 3 cubic yard SOLID WASTE compactor: 1 pickup per week | \$ 353.52 |
| 4 cubic yard SOLID WASTE compactor: 1 pickup per week | \$ 366.24 |
| Service Description | Rate Per Month |
| 2 cubic yard RECYCLING compactor: 1 pickup per week | \$ 163.12 |
| 3 cubic yard RECYCLING compactor: 1 pickup per week | \$ 176.76 |
| 4 cubic yard RECYCLING compactor: 1 pickup per week | \$ 183.12 |
| Service Description | Rate Per Month |
| 2 cubic yard ORGANICS compactor: 1 pickup per week | \$ 244.68 |
| 2 cubic yard ORGANICS compactor: 1 pickup per week | \$ 265.14 |
| 2 cubic yard ORGANICS compactor: 1 pickup per week | \$ 274.68 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Homes, Multi-Family and Commercial Customers

Solid Waste Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Non-Compacted, Open Top Boxes) - Per Pull

| Service Description | Rate Per Haul | |
|-------------------------------------|---------------|--------|
| Solid Waste Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 282.86 |
| 30 cubic yards - per haul rate | \$ | 282.86 |
| 40 cubic yards - per haul rate | \$ | 282.86 |

| Service Description | Rate Per Ton | |
|--------------------------------------|--------------|-------|
| Solid Waste Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 78.44 |
| 30 cubic yards - per ton rate | \$ | 78.44 |
| 40 cubic yards - per ton rate | \$ | 78.44 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Homes, Multi-Family and Commercial Customers

Solid Waste Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Compactors) - Per Pull

| Service Description | Rate Per Haul | |
|-------------------------------------|---------------|--------|
| Solid Waste Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 299.01 |
| 30 cubic yards - per haul rate | \$ | 299.01 |
| 40 cubic yards - per haul rate | \$ | 299.01 |

| Service Description | Rate Per Ton | |
|--------------------------------------|--------------|-------|
| Solid Waste Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 78.44 |
| 30 cubic yards - per ton rate | \$ | 78.44 |
| 40 cubic yards - per ton rate | \$ | 78.44 |

| Service Description | Rate Per Month | |
|------------------------------------|----------------|--------|
| Solid Waste Drop Box Rental Charge | | |
| 20 cubic yards - per month | \$ | 564.69 |
| 30 cubic yards - per month | \$ | 564.69 |
| 40 cubic yards - per month | \$ | 564.69 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Homes, Multi-Family and Commercial Customers

Recycling Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Non-Compacted, Open Top Boxes) - Per Pull

| Service Description | Rate Per Haul | |
|-----------------------------------|---------------|--------|
| Recycling Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 282.86 |
| 30 cubic yards - per haul rate | \$ | 282.86 |
| 40 cubic yards - per haul rate | \$ | 282.86 |

| Service Description | Rate Per Ton | |
|------------------------------------|--------------|-------|
| Recycling Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 39.22 |
| 30 cubic yards - per ton rate | \$ | 39.22 |
| 40 cubic yards - per ton rate | \$ | 39.22 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Homes, Multi-Family and Commercial Customers

Recycling Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Compactors) - Per Pull

| Service Description | Rate Per Haul | |
|-----------------------------------|---------------|--------|
| Recycling Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 299.01 |
| 30 cubic yards - per haul rate | \$ | 299.01 |
| 40 cubic yards - per haul rate | \$ | 299.01 |

| Service Description | Rate Per Ton | |
|------------------------------------|--------------|-------|
| Recycling Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 39.22 |
| 30 cubic yards - per ton rate | \$ | 39.22 |
| 40 cubic yards - per ton rate | \$ | 39.22 |

| Service Description | Rate Per Month | |
|----------------------------------|----------------|--------|
| Recycling Drop Box Rental Charge | | |
| 20 cubic yards - per month | \$ | 564.69 |
| 30 cubic yards - per month | \$ | 564.69 |
| 40 cubic yards - per month | \$ | 564.69 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Homes, Multi-Family and Commercial Customers

Organics Drop Box Services
(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Non-Compacted, Open Top Boxes) - Per Pull

| Service Description | Rate Per Haul | |
|----------------------------------|---------------|--------|
| Organics Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 282.86 |
| 30 cubic yards - per haul rate | \$ | 282.86 |
| 40 cubic yards - per haul rate | \$ | 282.86 |

| Service Description | Rate Per Ton | |
|-----------------------------------|--------------|-------|
| Organics Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 58.83 |
| 30 cubic yards - per ton rate | \$ | 58.83 |
| 40 cubic yards - per ton rate | \$ | 58.83 |



**SOLID WASTE, ORGANICS, AND RECYCLABLES COLLECTION
AND STREET SWEEPING SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2020**

Mobile Homes, Multi-Family and Commercial Customers

Organics Drop Box Services

(Rates in \$ per Customer per Month)

Note:

The following rates apply only to mobile home parks,
multi-family complexes and commercial customers.

Drop Box (Compactors) - Per Pull

| Service Description | Rate Per Haul | |
|----------------------------------|---------------|--------|
| Organics Drop Box Hauling Charge | | |
| 20 cubic yards - per haul rate | \$ | 299.01 |
| 30 cubic yards - per haul rate | \$ | 299.01 |
| 40 cubic yards - per haul rate | \$ | 299.01 |

| Service Description | Rate Per Ton | |
|-----------------------------------|--------------|-------|
| Organics Drop Box Disposal Charge | | |
| 20 cubic yards - per ton rate | \$ | 58.83 |
| 30 cubic yards - per ton rate | \$ | 58.83 |
| 40 cubic yards - per ton rate | \$ | 58.83 |

| Service Description | Rate Per Month | |
|---------------------------------|----------------|--------|
| Organics Drop Box Rental Charge | | |
| 20 cubic yards - per month | \$ | 564.69 |
| 30 cubic yards - per month | \$ | 564.69 |
| 40 cubic yards - per month | \$ | 564.69 |

ORDINANCE NO. 2019-11-05-1403-02

AN ORDINANCE AMENDING TITLE 8, CHAPTER 8.04, SECTIONS 8.04.020, 8.04.130, 8.04.140, 8.04.160, 8.04.180, 8.04.360, TITLE 13, CHAPTER 13.04, SECTIONS 13.04.020, 13.04.070, 13.04.200, 13.04.210, 13.12.220, CHAPTER 13.12, SECTIONS 13.12.100, 13.12.130, 13.12.180, 13.12.190, CHAPTER 13.16, ARTICLE III, SECTIONS 13.16.160, 13.16.170, 13.16.270, 13.16.280 AND AMENDING CHAPTER 13.12 BY ADDING 13.12.210 AND CHAPTER 3.16, ARTICLE III BY ADDING 13.16.295 TO REQUIRE ALL UTILITY ACCOUNTS BE HELD IN THE NAME OF THE RECORD OWNER.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. FINDINGS AND INTENT

The City Council of the City of Stockton finds that:

Pursuant to California Health and Safety Code section 5473 et seq., the City of Stockton (the "City") has the authority to elect to have its water, sewer, solid waste collection, and stormwater service charges, and any such delinquent service charges and applicable penalties, collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes.

In enacting these provisions of the Health and Safety Code the Legislature found and declared that: Californians want their governments to be run efficiently and economically and that public officials should avoid waste and duplication whenever possible; and it desired to control costs by reducing the number of separate bills.

It is more efficient and economical for the City to: (1) require that all water, sewer, solid waste collection, and stormwater service accounts be held in the name of the record owner of the property where such service or services are being provided; and (2) enforce the collection of any such delinquent service charges by placing a lien on the property for which delinquent service charges and any penalties are due and owing.

Delinquencies in the payment of utility service charges negatively impacts the revenues of the City's water, sewer, solid waste collection, and stormwater utilities. Collecting delinquent service charges on the tax roll benefits all ratepayers by improving the City's ability to collect such delinquent charges and penalties, thereby increasing the City's service charge revenues for its utilities, reducing the need to increase the amount of any such service charges for its utilities, and ensuring the City is able to provide safe and reliable utility services to all of its ratepayers.

If prior to the effective date of this ordinance the record owner of any property is not the holder of the account for which delinquent City water, sewer, solid waste collection, or stormwater service charges or penalties are due and owing, the record owner shall not

be responsible for such delinquent service charges and any penalties due and owing for services provided to his or her property.

SECTION II. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.020 of the Stockton Municipal Code is hereby amended to read as follows:

8.04.020 Mandatory solid waste service required.

It shall be mandatory for the record owner of any property in the City in and from which solid waste is created, accumulated or produced to:

A. Subscribe to and pay for solid waste collection services provided to such property by the City, or a collector or permittee of the City; and

B. Place, at a location accessible to the collector or permittee, an adequate container or containers for deposit of refuse of such capacity as the Public Works Director for the City may prescribe.

SECTION III. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.130 of the Stockton Municipal Code is hereby amended to read as follows:

8.04.130 Collector entitled to payment for services rendered.

A. Pursuant to the provisions of this chapter and the terms and conditions of any applicable franchise or permit, the collector shall be entitled to payment from the owner or occupant for services rendered. When the owner or occupant has been directed to initiate service and the collector attempts to collect refuse from the dwelling, then such attempts shall be deemed the rendering of collection service for which collector is entitled to compensation in the same manner and amount as if refuse had actually been collected.

B. For multifamily refuse, commercial solid waste and industrial waste, collectors shall bill directly to the owner or occupant for collection services rendered. The collector may require that the record owner be the customer of record. Moreover, the collector or permittee may permit a tenant or authorized agent to receive bills pursuant procedures prescribed by the City and provided that the property owner remains ultimately fully responsible and liable for payment. In all such events where the property owner is the customer of record or fully responsible and liable for payment, the collector or permittee may request that the City collect any delinquent or unpaid fees through a lien or special assessment under the procedures set forth in Section 8.04.160 or Government Code section 38790.1 as it may be amended

SECTION IV. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.140 of the Stockton Municipal Code is hereby amended to read as follows:

8.04.140 Billing and collection procedures for residential solid waste collection.

A. All accounts for solid waste collection services shall be established by and held in the name of the record owner of the property where the solid waste services are to be provided.

B. At the time the application for solid waste collection services is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

C. The record owner of a property receiving solid waste collection services shall be fully responsible and liable for the payment of all solid waste collection service charges, any delinquent solid waste collection service charges, and any penalties applicable to his or her property.

D. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for solid waste collection services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

E. If, in accordance with subsection (D) of this section, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any solid waste collection service charges, any delinquent solid waste collection service charges, and penalties applicable to his or her property as if the bill had been sent to the record owner.

F. The method of billing for residential solid waste collection services will be determined by the Chief Financial Officer with the concurrence of the City Manager. Notification of billing changes shall be provided to the record owner of any property where solid waste services are provided, any tenant or designated person or entity authorized to receive a bill for solid waste collection service charges pursuant to subsection (D) of this section.

G. Except as provided in subsection (D), residential solid waste collection service charges will be billed on a unified bill to the record owner if the water services are provided by the City at the service location. Residential properties that consist of two (2) or more separate dwelling units and are served by a single water meter shall be

billed for solid waste collection service for the total number of separate residential dwelling units served by such water meter on a unified bill.

H. If a property does not receive water services from the City, the solid waste collection service charges may be billed separately or with other utility services provided by the City.

I. Notwithstanding anything to the contrary in this Chapter or Code, the City may permit the collector or permittee of the City to bill record owners for service provided by the collector or permittee pursuant to the procedures prescribed by the City. Moreover, the collector or permittee may permit a tenant or authorized agent to receive bills pursuant procedures prescribed by the City and provided that the property owner remains ultimately fully responsible and liable for payment. In all such events, the collector or permittee may request that the City collect any delinquent or unpaid fees through a lien or special assessment as permitted in Section 8.04.160 or Government Code section 38790.1 as it may be amended.

SECTION V. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.160 of the Stockton Municipal Code is hereby amended to read as follows:

8.04.160 Delinquency, penalties and nonpayment for residential solid waste collection.

A. An account is delinquent when payment in full of the bill for solid waste collection service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a solid waste collection services account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any solid waste service charges and any basic penalty.

C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, City water service at the service location may be terminated.

1. City water service will not be restored until the amount of all delinquent solid waste collection service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination of water service, the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation.

D. The City shall include a statement in each bill for solid waste collection service charges to each record owner in substantially the following form:

"Solid waste collection service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and any penalties are imposed if the charges remain delinquent for 60 or more days."

Pursuant to such notice, the solid waste collection service charges and penalties may become a lien against the lot or parcel of land against which the charges were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent solid waste service charges and any penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

SECTION VI. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.180 of the Stockton Municipal Code is hereby amended to read as follows:

8.04.180 Payment of fees and mandatory reporting of change in circumstance.

A. No solid waste collection services will be furnished to any property or person free of charge.

B. The record owner of any property where solid waste services are provided shall be responsible for the payment of any and all solid waste collection service charges, any delinquent solid waste collection service charges, and any penalties applicable to his or her property.

C. It shall be and is hereby made the duty of each record owner of any property where solid waste services are provided to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any solid waste collection service charges, any delinquent solid waste collection service charges, and any penalties applicable to his or her property, and to pay such charges and penalties when due and payable.

D. The record owner of any property where solid waste services are provided is obligated to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances and of any change(s) in any circumstance which will in any way affect the applicability of any solid waste

collection service charges or the amount of any such charges that may be imposed on his or her property for solid waste services provided. In particular, but not by way of limitation, the record owner of any property where solid waste services are provided by the City or a collector or permittee of the City shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

SECTION VII. AMENDMENT OF CODE

Title 8, Chapter 8.04, Section 8.04.360 of the Stockton Municipal Code is hereby amended to read as follows:

8.04.360 Appeal.

Any person dissatisfied with any action taken or any decision made by the Public Works Director or designee with regard to the provisions of this chapter may appeal pursuant to the provisions of Chapter 1.44 of this code.

SECTION VIII. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.015 of the Stockton Municipal Code is hereby added to read as follows:

13.04.015 Mandatory water service required.

Except as otherwise provided in this title, in areas in which the City provides water service it shall be mandatory for the record owner of any property in the City that are connected to the City's water system to subscribe to and pay for water services provided to their respective property by the City.

SECTION IX. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.020 of the Stockton Municipal Code is hereby amended to read as follows:

13.04.020 Billing and collection procedures.

A. All accounts for City water services shall be established by and held in the name of the record owner of any property where water services are provided by the City.

B. At the time application for water service is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

C. The record owner of a property receiving City water services shall be fully responsible and liable for the payment of all water service charges, any delinquent water service charges, and any penalties applicable to his or her property.

D. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for water services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

E. If, in accordance with subdivision (D) hereof, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any water service charges, any delinquent water service charges, and penalties applicable to his or her property as if the bill had been sent to the record owner.

F. Billing and collection procedures for City water services, including the billing cycle, whether monthly, quarterly, or otherwise, will be determined by the Chief Financial Officer with concurrence of the City Manager. Notification of billing changes shall be provided to the record owner of any property where City water services are provided and any tenant or designated person or entity authorized to receive a bill for water service charges pursuant to subdivision (D) hereof.

SECTION X. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.070 of the Stockton Municipal Code is hereby amended to read as follows:

13.04.070 Form of collector's bill.

A. The City shall include a statement in each bill for City water service charges that if the bill is not paid within 25 days of the billing date, the record owner may be responsible for penalties and interest.

B. The City shall include a statement in each bill for City water service charges to each record owner in substantially the following form:

"Water service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and any penalties are imposed if the charges remain delinquent for 60 or more days."

Pursuant to such notice, the water service charges and penalties may become a lien against the lot or parcel of land against which the charges were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent water charges and any penalties,

and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

SECTION XI. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.200 of the Stockton Municipal Code is hereby amended to read as follows:

13.04.200 Payment of fees and mandatory reporting of change in circumstance.

A. No facility of the City water system or water service will be furnished to any property or person free of charge.

B. The record owner of any property where water services are provided by the City is and shall be responsible for the payment of any and all water service charges, any delinquent water service charges, and any penalties applicable to the customer's account.

C. It shall be and is hereby made the duty of each record owner of any property where water services are provided by the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount of any water service charges, any delinquent water service charges, and any penalties applicable to his or her account and to pay such charges and penalties when due and payable.

D. The record owner of any property where water services are provided by the City is obligated to inform the City's Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances and of any change(s) in any circumstance which will in any way affect the applicability of any water service charges or the amount of any such charges that may be imposed on the record owner's property for water services provided. In particular, but not by way of limitation, the record owner of any property where water services are provided by the City shall immediately inform the City's Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

SECTION XII. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.210 of the Stockton Municipal Code is hereby amended to read as follows:

13.04.210 Appeal.

Any person dissatisfied with any action taken or any decision made by the Director or designee with regard to the provisions of this chapter may appeal pursuant to the provisions of Chapter 1.44 of this code.

SECTION XIII. AMENDMENT OF CODE

Title 13, Chapter 13.04, Section 13.04.220 of the Stockton Municipal Code is hereby amended to read as follows:

13.04.220 Reserved.

SECTION XIV. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.100 of the Stockton Municipal Code is hereby amended to read as follows:

13.12.100 Mandatory sanitary sewer service required.

Except as otherwise provided in this title, it shall be mandatory for the record owner of any property in the City connected to the City's sanitary sewer system to subscribe to and pay for sanitary sewer services provided to his or her respective property.

SECTION XV. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.130 of the Stockton Municipal Code is hereby amended to read as follows:

13.12.130 Billing and collection procedures.

A. All accounts for sewer services shall be established by and held in the name of the record owner of the property where sewer services are provided.

B. At the time the application for sewer services is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

C. The record owner of a property receiving sewer services shall be fully responsible and liable for the payment of all sewer service charges, any delinquent sewer service charges, and any penalties applicable to his or her property.

D. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for sewer services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

E. If, in accordance with subsection (D) of this section, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any sewer service charges, any delinquent sewer service charges, and any penalties applicable to his or her property as if the bill had been sent to the record owner.

F. Billing and collection procedures for sewer service, including the billing cycle, whether monthly, quarterly or otherwise, will be as determined by the Chief Financial Officer with the concurrence of the City Manager. Notification of billing changes shall be provided to the record owner of any property where sewer services are provided, any tenant or designated person or entity authorized to receive a bill for sewer service charges pursuant to subsection (D) hereof.

G. Residential and commercial sewer service charges will be billed on a unified bill to the record owner and any person authorized to receive the bill pursuant to subsection (D) if water services are provided by the City at the service location. Residential properties that consist of two (2) or more separate dwelling units and are served by a single water meter shall be billed for sewer service for the total number of such separate residential dwelling units served by such water meter on a unified bill if water services are provided by the City.

H. If a property does not receive water services from the City, sewer service charges may be billed separately or with other utility services provided by the City.

SECTION XVI. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.180 of the Stockton Municipal Code is hereby amended to read as follows:

13.12.180 Delinquency, penalties and nonpayment.

A. An account is delinquent when payment in full of the bill for sewer service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a sewer services account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any sewer service charges and any basic penalty.

C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, City water service at the service location may be terminated.

1. City water service will not be restored until the amount of all delinquent sewer service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination of water service, the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute or regulation.

D. The City shall include a statement in each bill for sewer service charges to each record owner in substantially the following form:

"Sewer service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charges and penalties are imposed if the charges remain delinquent for 60 or more days."

Pursuant to such notice, the sewer service charges and penalties may become a lien against the lot or parcel of land against which the charges and penalties were imposed if such charges remain delinquent for a period of 60 or more days. The City shall cause to be recorded with the county recorder all such delinquent sewer service charges and penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

SECTION XVII. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.190 of the Stockton Municipal Code is hereby amended to read as follows:

13.12.190 Payment of fees and mandatory reporting of change in circumstance.

A. No facility of the sanitary sewer system or sewer service will be furnished to any property or person free of charge.

B. The record owner of any property where sewer services are provided by the City shall be responsible for the payment of any and all sewer service charges, delinquent sewer service charges, and any penalties applicable to his or her account.

C. It shall be and is hereby made the duty of the record owner of any property where sewer services are provided by the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any sewer service charges, delinquent sewer service charges,

and any penalties applicable to the property and to pay such charges and penalties when due and payable.

D. Metered or monitored industrial sewer service charges will be billed to the record owner of the property where the sewer services are provided or to the tenant or designated person or entity authorized to receive such bill for such property pursuant to Section 13.12.130(D) on an individual basis separate from the City water service bill. The record owner is and shall be responsible for payment of any and all sewer service charges, delinquent sewer service charges, and any penalties applicable to the account. It shall be and is hereby made the duty of the record owner to ascertain from the City Administrative Services Department the amount and due date of any sewer service charge, delinquent sewer service charges, or penalties applicable to his or her account and to pay such charges and penalties when due and payable.

E. The record owner of any property where sewer services are provided by the City is obligated to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances and of any change(s) in any circumstance which will in any way affect the applicability of any sewer service charges or the amount of any such charges that may be imposed on the record owner's property for sewer services. In particular, but not by way of limitation, the record owner of any property where sewer services are provided shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

SECTION XVIII. AMENDMENT OF CODE

Title 13, Chapter 13.12, Section 13.12.210 of the Stockton Municipal Code is hereby added to read as follows:

13.12.210 Appeal.

Any person dissatisfied with any action taken or any decision made by the Director or designee with regard to the provisions of this chapter may appeal pursuant to the provisions of Chapter 1.44 of this code.

SECTION XIX. AMENDMENT OF CODE

Title 13, Chapter 13.16, Article III, Section 13.16.160 of the Stockton Municipal Code is hereby amended to read as follows:

13.16.160 Mandatory stormwater service required.

Except as otherwise provided in this title, it shall be mandatory for the record of any property in the City subscribe to and pay for stormwater services.

SECTION XX. AMENDMENT OF CODE

Title 13, Chapter 13.16, Article III, Section 13.16.170 of the Stockton Municipal Code is hereby amended to read as follows:

13.16.170 Billing and collection procedures.

A. All accounts for stormwater services shall be established by and held in the name of the record owner of the property where stormwater services are provided.

B. At the time the application for stormwater services is requested, and at the Chief Financial Officer's sole discretion, the applicant shall provide proof of ownership of the property to be served.

C. The record owner of a property receiving stormwater services shall be fully responsible and liable for the payment of all stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property.

D. The Chief Financial Officer may, in the Chief Financial Officer's sole discretion, send the bill for stormwater services to a tenant or any other person or entity designated by the record owner, provided the record owner or his or her authorized representative submits to the City a complete and signed request to bill the tenant or other designated person or entity on such form as may be specified by the Chief Financial Officer.

E. If, in accordance with subsection (D) of this section, a bill is sent to a person or entity other than the record owner, then the service account shall remain in the record owner's name and the record owner shall be fully responsible and liable for the payment of any stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property as if the bill had been sent to the record owner.

F. Billing and collection procedures for stormwater, including the billing cycle, whether monthly, quarterly, annually, semi-annually, or otherwise, including collection on the property tax roll, will be as determined by the Chief Financial Officer with the concurrence of the City Manager. Notification of billing changes shall be provided to the record owner of any property where stormwater services are provided, any tenant or designated person or entity authorized to receive a bill for sewer service charges pursuant to subsection (D) hereof.

G. Residential stormwater service charges will be billed on a unified bill to the record owner and any other person authorized to receive the bill pursuant to subdivision (D) receiving the bill for water if the water services are provided by the City at the service location. Residential properties that consist of two (2) or more separate dwelling units and are served by a single water meter shall be billed for stormwater services for

the total number of separate residential dwelling units served by such water meter on a unified bill.

H. If a property does not receive water services from the City, the stormwater service charges may be billed separately from or with other utility services provided by the City, or collected on the tax roll.

SECTION XXI. AMENDMENT OF CODE

Title 13, Chapter 13.16, Article III, Section 13.16.270 of the Stockton Municipal Code is hereby amended to read as follows:

13.16.270 Delinquency, penalties and nonpayment.

A. An account is delinquent when payment in full of the bill for stormwater service charges is not received at the office of the City or its authorized agent for billing and collection within 25 days of the billing date. A postmark date is not considered the date of payment.

B. Where all or any part of any bill for a stormwater services account remains unpaid 25 days after the billing date, a basic penalty of 10 percent of the total delinquent amount will be added to such bill for the first month the account is delinquent. In addition, the City may impose a penalty in an amount not to exceed one (1) percent per month for nonpayment of any stormwater service charges and any basic penalty.

C. Except as otherwise provided by law, if a unified bill remains unpaid more than 30 days after the date of billing, City water service at the service location may be terminated.

1. City water service will not be restored until the amount of all delinquent stormwater service charges, associated service charges, penalties, deposits, and reconnection charges have been paid in full.

2. Prior to termination the Chief Financial Officer, in the Chief Financial Officer's sole discretion, may authorize an amortization agreement pursuant to Section 779 or 10010 of the Public Utilities Code or other applicable statute.

D. The City shall include a statement in each bill for stormwater service charges to the record owner in substantially the following form:

"Stormwater service charges and any penalties shall constitute a lien against the lot or parcel of land against which the charge is imposed if the charges remain delinquent for 60 days."

Pursuant to such notice, the stormwater service charges and any penalties may become a lien against the lot or parcel of land against which the charges and penalties

were imposed if such charges remain delinquent for a period of 60 days. The City shall cause to be recorded with the county recorder all such delinquent stormwater service charges and penalties, and when so recorded such charges and penalties shall have the force, effect and priority of a judgment lien and continue for 10 years from the time of recording unless sooner released or otherwise discharged.

SECTION XXII. AMENDMENT OF CODE

Title 13, Chapter 13.16, Article III, Section 13.16.280 of the Stockton Municipal Code is hereby amended to read as follows:

13.16.280 Payment of fees and mandatory reporting of change in circumstance.

A. No stormwater services will be provided and no facility of the stormwater system will be made available to any property or person free of charge.

B. The record owner of any property where stormwater services are provided by the City shall be responsible for the payment of any and all stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her account.

C. It shall be and is hereby made the duty of record owner of any property where stormwater services are provided by the City to ascertain from the City Administrative Services Department or its authorized agent for billing and collection the amount and due date of any stormwater service charges, any delinquent stormwater service charges, and any penalties applicable to his or her property, and to pay such charges and any penalties when due and payable.

D. Stormwater charges for commercial and industrial parcels will be billed to the record owner of the property on an individual basis separate from the City water service bill.

E. The record owner of any property where stormwater services are provided by the City is obligated to inform the City Administrative Services Department or its authorized agent for billing and collection immediately of all circumstances and of any change(s) in any circumstance which will in any way affect the applicability of any stormwater service charges or the amount of any such charges that may be imposed on the record owner's property for stormwater services provided to his or her property. In particular, but not by way of limitation, the record owner of any property where stormwater services are provided by the City shall immediately inform the City Administrative Services Department or its authorized agent for billing and collection of any sale or transfer of any such property.

SECTION XXIII. AMENDMENT OF CODE

Title 13, Chapter 13.16, Article III, Section 13.16.295 of the Stockton Municipal Code is hereby added to read as follows:

13.16.295 Appeal

Any person dissatisfied with any action taken or any decision made by the Director or designee with regard to the provisions of this chapter may appeal pursuant to the provisions of Chapter 1.44 of this code.

SECTION XXIV. SEVERABILITY

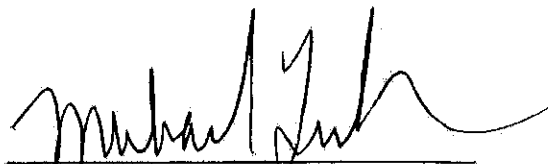
If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

SECTION XXV. EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days after its passage.

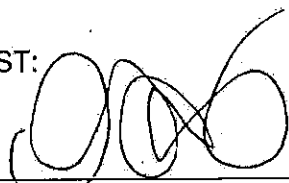
ADOPTED: November 5, 2009

EFFECTIVE: December 5, 2009



MICHAEL D. TUBBS
Mayor of the City of Stockton

ATTEST:



ELIZA R. GARZA, CMC
City Clerk of the City of Stockton



Back-Up



CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

22 East Weber Avenue, Room 301 • Stockton, CA 95202-2317 • 209 / 937-8411 • Fax 209 / 937-8277
www.stocktonca.gov

December 10, 2019

Joe Cadelago
Public Sector Services Manager
Waste Management, Inc.
1333 East Turner Road
Lodi, CA 95240

TRANSMITTAL OF NEW 10-YEAR FRANCHISE AGREEMENT FOR COMPANY SIGNATURE

Attached is the final body agreement and exhibits for the "Franchise Agreement between the City of Stockton and USA Waste of California, Inc. for Recycling, Organics, and Solid Waste Collection, Processing, and Disposal Services", for your review and signature. Your timely review and return of two original signature pages are critical in meeting the planned January 1, 2020, start date.

Please overnight mail or hand deliver no later than December 13, 2019, two signed original signature pages to:

City of Stockton
Public Works Department
22 E. Weber Avenue, Room 301
Stockton, CA 95202
ATTN: Chyerle Leach

Please verify your company's insurance and bond currently on file with the City of Stockton are complete and up to date prior to the start of the new franchise agreement on January 1, 2020.

LISTING OF UPDATES AND/OR EDITS

Listed below are the updates and/or edits made to the October 28, 2019, version of the franchise agreement body and exhibits.

| Body of Agreement | Update or Edit |
|-------------------|--|
| Line 1656 | Updated with franchisee-provided information |
| Line 1738 | Updated with franchisee-provided information |
| Line 1750 | Updated with franchisee-provided information |

| Body of Agreement | Update or Edit |
|-------------------|--|
| Line 1753 | Deleted "public education staff" and replaced with "Diversion Coordinator" Adjusted example language to match the franchise-provided number of Diversion Coordinators |

| Exhibits List | Update or Edit |
|---|---|
| Exhibit A, Line 23 | Corrected word: from "degrees" to "decrees" |
| Exhibit A, Line 27-29 | Updated with franchisee-provided information |
| Exhibit A, Line 33-38 | Updated with franchisee-provided information |
| Exhibit A, Line 42-44 | Updated with franchisee-provided information |
| Exhibit A, Line 116 | Updated with franchisee-provided information |
| Exhibit B1, Line 52 | Updated with franchisee-provided information |
| Exhibit B1, Line 107-108 | Updated last line in paragraph to reflect collection schedule change made in line 105. <i>"If Christmas trees are placed at the Curb on regular Collection after January 15 after the third collection week is complete, Contractor may charge Residential Customers the authorized Rate for Collection of Christmas trees."</i> |
| Exhibit B2, Line 147 | Deletion: <i>"If Christmas trees are placed at the Curb on regular Collection after January 31, Contractor may charge Multi-Family Customers the authorized Rate for Collection of Christmas trees."</i> |
| Exhibit B4, page 1 City Facilities Table | Revised footnote for added clarity From: <i>"* Existing Services at City Hall, to be transferred"</i> To: <i>"* Existing Services at City Hall will be transferred to new City Hall location in the future."</i> |

| Location | Update or Edit to Line |
|---|---|
| Exhibit B4, page 8 City Facilities Table | Removed blank row between Weber Park and American Legion Park |
| Exhibit C, Line 67 | Updated with franchisee-provided information |
| Exhibit C, Section 5 | Updated "Glossary of Components – Public Outreach Plan" table as mutually agreed to at the December 4, 2019 joint meeting |
| Exhibit G2 | Updated with franchisee-provided information |
| Exhibit G3 | Updated with City-Council approved rate schedule dated November 5, 2019 |
| Exhibit G4 | Updated with jointly agreed upon Implementation Plan and Schedule dated December 9, 2019 |
| Exhibit G5 | Updated with franchisee-provided information |
| Exhibit K | Deleted line 246; unscheduled sweeping rates added to rate schedule |
| Exhibit K | Moved Downtown Street sweeping map to the end of Exhibit K |
| Exhibit L | Updated with jointly agreed upon Cooperation Agreement dated December 9, 2019 |

In addition to the above noted updates/edits, I also removed any residual proposal instructions throughout both documents.

If you have any questions, please contact me immediately by phone at (209) 937-7848, or by email at grace.smith@stocktonca.gov.

GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT



GRACE H. SMITH
SOLID WASTE MANAGER

GAM:GHS:nla

emc: Scott Carney, Deputy City Manager
Gordon MacKay, Public Works Director
John Luebberke, City Attorney

Attachments