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**FRANCHISE AGREEMENT**  
**BETWEEN**  
**CITY OF STOCKTON**  
**AND**  
**USA WASTE OF CALIFORNIA, INC.**  
**FOR**  
**RECYCLING, ORGANICS, AND SOLID WASTE**  
**COLLECTION, PROCESSING, AND DISPOSAL SERVICES**

**NOVEMBER 5, 2019**

2019-11-05-1403-01-01 NP

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197 **Franchise Agreement**  
198 **between**  
199 **City of Stockton**  
200 **and**  
201 **USA Waste of California, 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 5, 2019 between the City  
205 of Stockton, California, a municipal corporation of the State of California (hereinafter "City"), and USA  
206 Waste of California, Inc., (hereinafter referred to as the "Contractor").

207 **RECITALS**

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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

234 places of Processing, Recycling, Composting, and/or Disposal, that Contractor be engaged to perform such  
235 services on the basis set forth in this Agreement; and,

236 The City and Contractor have attempted to address conditions affecting their performance of services  
237 under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term  
238 of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed  
239 conditions; and

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

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

246 **ARTICLE 1.**  
247 **GRANT AND ACCEPTANCE OF FRANCHISE**

248 **1.1 GRANT AND ACCEPTANCE OF FRANCHISE**

249 By the signing of this Agreement, the City grants to Contractor and Contractor accepts a franchise within  
250 the corporate limits of the City, consisting of the provision of exclusive Residential services within the  
251 District specified in Exhibit M (Map of Residential Service Districts) and nonexclusive Commercial services  
252 on a City-wide basis. The franchise granted to Contractor shall be for the scope of services described in  
253 this Agreement, subject to the limitations described in Section 1.2 and except where otherwise precluded  
254 by Federal, State, and local laws and regulations.

255 **1.2 LIMITATIONS TO THE FRANCHISE**

256 The award of this Agreement shall not preclude the categories of Recyclable Materials, Organic Materials,  
257 and Solid Waste listed below from being delivered to and Collected and Transported by others, subject to  
258 the conditions for each category of materials stated below, provided that nothing in this Agreement is  
259 intended to or shall be construed to excuse any Person from obtaining any authorization from the City  
260 which is otherwise required by law:

261 **A. Reserved.**

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

266 **C. Construction and Demolition Debris (C&D).** Other Persons shall have the right to Collect C&D,  
267 provided that such Persons maintain a City-issued industrial permit as provided in the Municipal  
268 Code and the C&D was generated from a construction, demolition, alteration, or remodel project  
269 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.

308 This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now  
309 and during the Term of the Agreement. If future judicial interpretations of current law or new laws,  
310 regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of  
311 services in a manner that is consistent with all provisions as specifically set forth herein, Contractor agrees  
312 that the scope of the Agreement will be limited to those services and materials which may be lawfully  
313 included herein and that the City shall not be responsible for any lost profits or losses claimed by  
314 Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such  
315 an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial  
316 interpretations or new laws and the Contractor may meet and confer with City and may petition for a Rate  
317 adjustment pursuant to Section 8.4.

### 318 **1.3 OBLIGATIONS OF PARTIES**

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

- 320 A. Use their reasonable Commercial efforts to enforce the exclusive nature of the franchise by the  
321 Contractor's identification and documentation of violations of the Agreement and the City's  
322 notification of Generators and collection companies reasonably believed to be violating the  
323 franchise regarding the terms of this Agreement. Notwithstanding the foregoing, City will  
324 reasonably cooperate with Contractor, but at no cost to the City, in the defense of the Contractor's  
325 exclusive franchise rights.
- 326 B. Provide timely notice to one another of a perceived failure to perform any obligations under this  
327 Agreement and access to information demonstrating the Party's failure to perform.
- 328 C. Provide timely access to the City Contract Manager and the Contractor's designated representative  
329 and complete and timely responses to requests of the other Party.
- 330 D. Provide timely notice of matters which may affect either Party's ability to perform under the  
331 Agreement.

## 332 **ARTICLE 2.** 333 **TERM OF AGREEMENT**

---

### 334 **2.1 TERM AND OPTION TO EXTEND**

335 The Term of this Agreement shall commence January 1, 2020 (Commencement Date) and continue in full  
336 force for a period of approximately ten (10) years, through and including December 31, 2029, unless the  
337 Agreement is extended in accordance with this Section or terminated pursuant to Section 10.2.

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

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

## 346 **2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

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

350 **A. Accuracy of Representations.** The Contractor's representations and warranties made in  
351 Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the  
352 Effective Date.

353 **B. Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the  
354 insurance and performance bond required by Article 9 that is satisfactory to the City.

355 **C. Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there  
356 is no action, suit, proceeding or investigation, at law or in equity, before or by any court or  
357 governmental authority, commission, board, agency or instrumentality decided, pending or  
358 threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case  
359 or in the aggregate, would:

- 360 1. Materially adversely affect the performance by Contractor of its obligations hereunder;
- 361 2. Adversely affect the validity or enforceability of this Agreement; or,
- 362 3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity  
363 guaranteeing Contractor's performance under this Agreement.

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

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

383 Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, harmless  
384 against any and all liability, claims, losses, damages, or expenses including reasonable attorney's  
385 fees, arising from any Legal Challenge and Referendum. In the event of any election regarding a  
386 Legal Challenge and Referendum, City shall meet and confer with Contractor to determine if the  
387 City will hold an election on the Referendum. Contractor shall have the option of asking the City not  
388 to contest the Referendum. If City decides to conduct an election, Contractor shall reimburse City  
389 for its reasonable costs of doing so.

## 390 **ARTICLE 3.** 391 **SCOPE OF AGREEMENT**

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### 392 **3.1 SUMMARY SCOPE OF SERVICES**

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

- 394 A. Collecting Recyclable Materials, Organic Materials, and Solid Waste generated by and placed for  
395 Collection by Customers pursuant to the requirements of Article 4 and Exhibit B (Direct Services);
- 396 B. Providing Customers with "Additional Collection" services as provided in Article 4 and Exhibit B  
397 (Direct Services);
- 398 C. Providing City with "City Facility" services as provided in Article 4 and Exhibit B (Direct Services);
- 399 D. Transporting Collected materials to the appropriate Approved or Contingent Facilities pursuant to  
400 the requirements of Article 4 and Exhibit B (Direct Services);
- 401 E. Processing Collected Recyclable Materials at the appropriate Approved or Contingent Facilities  
402 pursuant to the requirements of Article 4 and Exhibit B (Direct Services);
- 403 F. Providing street sweeping pursuant to the requirements of Section 4.4.5 and Exhibit K (Street  
404 Sweeping Services);
- 405 G. Performing all other services required by this Agreement including, but not limited to, the Customer  
406 billing, public education, Customer service, record keeping, and reporting provisions of Articles 4  
407 and 6 and Exhibits C (Public Education and Outreach Requirements) and Exhibit D (Reporting  
408 Requirements);
- 409 H. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all  
410 other items and services necessary to perform its obligations under this Agreement;
- 411 I. Paying all expenses related to provision of services required by this Agreement including, but not  
412 limited to, taxes, regulatory fees (including City Fees), and utilities;
- 413 J. Performing or providing all services necessary to fulfill its obligations in full accordance with this  
414 Agreement at all times and consistent with Contractor's standard policies and procedures; as  
415 documented in Contractor's policy materials; and,
- 416 K. Complying with all Applicable Laws.

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

### 421 **3.2 USE OF APPROVED AND CONTINGENT FACILITIES**

422 Contractor has designated, and the City has approved use of the Approved Facilities and Contingent  
423 Facilities identified in Exhibit G5 (Approved and Contingent Facilities, and Subcontractors). Subject to  
424 reporting requirements of Article 6 and Exhibit D (Reporting Requirements), Contractor may use a  
425 Contingent Facility in lieu of, or in addition to an Approved Facility, for any reason, to fully meet the  
426 Transfer, Processing, and/or Disposal requirements of Article 4 during the Term of the Agreement. The  
427 Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees  
428 to use the Approved Facilities and Contingent Facilities proposed by Contractor, for the purposes of  
429 Transferring, Processing and/or Disposing of all Recyclable Materials, Organic Materials, Solid Waste, and  
430 other materials Collected in the City. Such decision by Contractor in no way constitutes a restraint of trade  
431 notwithstanding any Change in Law regarding flow control limitations or any definition thereof.  
432 Contractor is solely responsible for ensuring that all Approved Facilities are in full compliance with  
433 Applicable Law and with the insurance requirements of Section 9.2, regardless of whether Approved  
434 Facilities are operated by Contractor, by a Subcontractor(s) that is an independent third party, or an  
435 affiliate or related party with shared or related ownership with Contractor.

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

### 455 **3.3 SUBCONTRACTING**

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

460 (Approved and Contingent Facilities, and Subcontractors). Contractor shall enter into subcontracts with  
461 all Subcontractors, for City review and approval for adherence to the requirements that Subcontractors  
462 file insurance certificates with the City, name City as an additional insured, and comply with all material  
463 terms of this Agreement. If the Contractor plans to engage other affiliated or related party entities in the  
464 provision of services, Contractor shall provide City Contract Manager with thirty (30) days written  
465 notification of its plans and provide an explanation of any potential impacts related to the quality,  
466 timeliness, or cost of providing services under this Agreement. Sections 4.1 and 4.2 contain additional,  
467 specific requirements related to Contractor use of third party Processing Facilities.

### 468 **3.4 RESPONSIBILITY FOR MATERIALS**

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

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

### 481 **3.5 CITY-DIRECTED CHANGES TO SCOPE**

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

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

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

### 511 **3.6 MUNICIPAL ENFORCEMENT**

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

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

## 520 **ARTICLE 4.** 521 **SCOPE OF SERVICES**

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522 Contractor shall perform the Recyclable Materials, Organic Materials, Solid Waste, and Bulky Item services  
523 described in this Article 4. This Article 4 describes the general requirements for the services to be  
524 provided. More specific requirements for how each service shall be provided to each Customer Type are  
525 described in Exhibit B (Direct Services). Failure to specifically require an act necessary to perform the  
526 service does not relieve Contractor of its obligation to perform such act.

### 527 **4.1 RECYCLABLE MATERIALS COLLECTION AND POST-COLLECTION**

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

534 **B. Transfer.** In the event Contractor plans to Transport Recyclable Materials to the Approved or  
535 Contingent Transfer Facility, the materials will be unloaded from Collection vehicles and loaded into  
536 large-capacity vehicles and Transported to the Approved or Contingent Recyclable Materials  
537 Processing Facility. Contractor shall keep all existing permits and approvals necessary for use of the  
538 Approved and Contingent Transfer Facilities in full regulatory compliance. Upon request, Contractor  
539 shall provide copies of facility permits and/or notices of violations (obtained from its Transfer  
540 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

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

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

595 If Contractor is unable to use the Approved or Contingent Recyclable Materials Processing Facilities  
596 due to an emergency or sudden and unforeseen closure of the either Processing Facility that is  
597 outside the control of the Contractor, Contractor may use an alternative Processing Facility provided  
598 that the Contractor provides written notice to City Contract Manager. Within forty-eight (48) hours  
599 of such emergency or sudden and unforeseen closure, the Contractor shall provide a written  
600 description of the reasons the use of both the Approved and Contingent Recyclable Materials  
601 Processing Facilities is not feasible and the period of time Contractor proposes to use the alternative  
602 Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such  
603 time as the City Contract Manager is able to consider and respond to the use of the proposed  
604 alternative Processing Facility. If the use of the proposed alternative Processing Facility is  
605 anticipated to or actually does exceed thirty (30) days in a consecutive twelve month period, the  
606 use of such Processing Facility shall be subject to approval by the City Contract Manager. The City  
607 Contract Manager may, in their reasonable discretion, approve, conditionally approve, temporarily  
608 approve, or disapprove of the use of the proposed alternative Processing Facility, unless the  
609 requested use of a Contingent Recyclable Materials Processing Facility is the result of the permanent  
610 closure of the Approved Recyclable Materials Processing Facility in which case City Contract  
611 Manager shall unconditionally approve the request. In the event that the City disapproves the use  
612 of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an  
613 acceptable alternative Processing Facility.

614 If the need to use the alternative Processing Facility is discretionary or for reasons within  
615 Contractor's, or its Processing Facility Subcontractor's, reasonable control, Contractor's  
616 Compensation shall not be adjusted for any change in Transportation and Processing costs  
617 associated with use of the alternative Processing Facility. If the need to use the alternative  
618 Processing Site results from reasons beyond Contractor's, or its Subcontractor's, reasonable control  
619 (excluding business closure), City shall adjust, either up or down, Contractor's Compensation for  
620 changes in Transportation and Processing costs associated with use of the alternative Processing  
621 Facility.

622 The performance of Recyclable Materials commodity markets shall not be considered an acceptable  
623 basis for the need to use an alternative Processing Facility nor shall it serve as the basis for any  
624 adjustment in Contractor's Compensation under this Agreement, other than as specifically  
625 contemplated in Article 8 to this Agreement. In the event that a change in the Processing Facility  
626 results in increased costs that may lead to any adjustment in Contractor's Compensation, City may  
627 identify and direct Contractor to an alternative Processing Facility that results in less cost than the  
628 Contractor-identified alternative.

629 Except for the emergency conditions described in this section, Contractor shall not change its  
630 selection of the Approved or Contingent Recyclable Materials Processing Facility without City's  
631 written approval, which may not be unreasonably withheld. City's consideration of the requested  
632 change will include review of the facility's regulatory history, distance to the facility (when  
633 compared with existing Approved and/or Contingent Facilities), and Diversion performance  
634 (recovery and Residue rates) relative to that of similar facilities. If Contractor elects to use a  
635 Recyclable Materials Processing Facility that is different than the initial Approved or Contingent  
636 Recyclable Materials Processing Facility, it shall request written approval from the City Contract  
637 Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later  
638 than ten (10) calendar days prior to use of the site.

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

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

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

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

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

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

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

694 **E. Residue Disposal.** Residue from the Processing of Source Separated Recyclable Materials Collected  
695 under this Agreement at Contractor's Approved Recyclable Materials Processing Facility, which  
696 cannot be marketed, shall be Disposed of by Contractor at Contractor expense. Residue delivered  
697 for Disposal shall not knowingly include any Excluded Waste. Excluded Waste in the Residue will be  
698 Disposed of in accordance with Applicable Law.

## 699 **4.2 ORGANIC MATERIALS COLLECTION AND POST-COLLECTION**

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

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

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

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

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

728 The Organic Materials Processing Facility(ies) shall be responsible for preparing materials for  
729 Processing, which shall include but is not necessarily limited to, removal of visible physical  
730 contaminants such as plastic, glass, metal, and chemicals prior to size reduction. Beginning in  
731 January 2022, Contractor shall be required to ensure its Approved or Contingent Recyclable  
732 Materials Processing Facility complies with requirements described in Section 18982.a.14.5 of SB  
733 1383 (Designated Source Separated Organic Waste Facility). If Contractor is unable to achieve these  
734 performance levels, Contractor shall provide written notice to the City, documenting the reasons  
735 for the inability to achieve these performance levels, and suggested steps to improve performance.  
736 The Parties shall meet and confer to discuss Contractor submittal. However, the request to meet  
737 and confer does not relieve Contractor of the obligation to continue to comply with all applicable  
738 provisions of this Agreement in taking all necessary steps to meet the performance levels, subject  
739 to an adjustment in compensation should Contractor demonstrate the need to incur significant  
740 added cost due to modification of existing equipment, purchase of new equipment, or the addition  
741 of one or more full-time equivalent staff positions, as provided in Article 8. It is the City's expectation  
742 that Contractor will meet increased labor needs equal to less than a full-time equivalent position  
743 using existing staff, with overtime as necessary. In reviewing Contractor's submittal, City may,  
744 among other actions, require that at no cost to the City, Contractor conduct and provide City-  
745 specific Organics Processing composition data for Remnant Organic Materials from material sent to  
746 landfill, to the City reflecting then-current conditions and using the protocol contained in Exhibit E  
747 (Discarded Material Composition Analysis and Recyclable Material Commodities).

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

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

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

765 If Contractor is unable to use the Approved or Contingent Organic Materials Processing Facilities  
766 due to an emergency or sudden and unforeseen closure of the either Processing Facility, Contractor  
767 may use an alternative Processing Facility provided that the Contractor provides written notice to  
768 City Contract Manager. Within forty-eight (48) hours of emergency or sudden and unforeseen  
769 closure, the Contractor shall provide a written description of the reasons the use of both the  
770 Approved and Contingent Organic Materials Processing Facilities is not feasible and the period of  
771 time Contractor proposes to use the alternative Processing Facility. Such a change in Processing  
772 Facility shall be temporarily permitted until such time as the City Contract Manager is able to  
773 consider and respond to the use of the proposed alternative Processing Facility. If the use of the  
774 proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in  
775 a consecutive twelve month period, the use of such Processing Facility shall be subject to approval  
776 by the City Contract Manager. The City Contract Manager may, in their reasonable discretion,  
777 approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed  
778 alternative Processing Facility. In the event that the City disapproves the use of the proposed  
779 alternative Processing Facility, the Parties shall meet and confer to determine an acceptable  
780 alternative Processing Facility.

781 If the need to use the alternative Processing Facility is discretionary or for reasons within  
782 Contractor's reasonable control, Contractor's Compensation shall not be adjusted for any change in  
783 Transportation and Processing costs associated with use of the alternative Processing Facility. If the  
784 need to use the alternative Processing Site results from reasons beyond Contractor's reasonable  
785 control, City shall adjust, either up or down, Contractor's Compensation for changes in  
786 Transportation and Processing costs associated with use of the alternative Processing Facility. In the  
787 event that a change in the Processing Facility results in increased costs that may lead to any  
788 adjustment in Contractor's Compensation, City may identify and direct Contractor to an alternative  
789 Processing Facility that results in less cost than the Contractor-identified alternative.

790 Except for the emergency conditions described in this section, Contractor shall not change its  
791 selection of the Approved or Contingent Organic Materials Processing Facility without City's written  
792 approval, which may be withheld in the City's reasonable discretion. If Contractor elects to use an  
793 Organic Materials Processing Facility that is different than the initial Approved or Contingent  
794 Organic Materials Processing Facility, it shall request written approval from the City Contract  
795 Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later  
796 than ten (10) calendar days prior to use of the site.

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

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

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

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

815 **F. SB 1383.** It is the City's intent that the City will take primary responsibility for compliance with the  
816 jurisdictional requirements of SB 1383. City anticipates that Contractor will be required to assist the  
817 City with specific aspects of compliance with SB 1383, as identified in the Agreement. Exhibit N (SB  
818 1383 Requirements) summarizes specific areas identified in the Agreement in which the City is  
819 requiring, or may require Contractor assistance. Exhibit N (SB 1383 Requirements) further defines  
820 those areas of Contractor responsibility for which services are to be provided within current  
821 compensation, and those for which Contractor may be eligible for an adjustment in compensation  
822 as provided in Section 8.4 due to a change in scope as provided in Section 3.5. City and Contractor  
823 responsibilities identified Exhibit N (SB 1383 Requirements) and elsewhere in the Agreement reflect  
824 CalRecycle's June 2019 draft regulations. The Parties shall meet and confer following promulgation  
825 of final SB 1383 regulations to identify any necessary changes to the Contractor's SB 1383 assistance  
826 responsibilities described in Exhibit N (SB 1383 Requirements) and elsewhere in this Agreement,  
827 and periodically thereafter as necessary. The Parties acknowledge that changes in the final SB 1383  
828 regulations or written Administrative interpretation thereof, relative to the June 2019 draft  
829 regulations, will result in an upward or downward adjustment in compensation as provided in  
830 Article 8 to the extent Contractor demonstrates the need to incur fifty thousand dollars (\$50,000)  
831 or more in added cost or City identifies cost savings of fifty thousand dollars (\$50,000), as necessary  
832 to comply with SB 1383 requirements contained in the Agreement.

### 833 **4.3 SOLID WASTE COLLECTION AND POST-COLLECTION**

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

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

842 overall quantity or composition of Solid Waste to be Collected by Contractor. Except as contemplated in  
843 Section 3.5, Contractor shall not be entitled to any compensation or other relief resulting from a decline  
844 in Solid Waste volumes or Tonnage or from a change in the composition of Solid Waste.

845 In the event Contractor plans to Transport Solid Waste to the Approved or Contingent Transfer Facility,  
846 the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and  
847 Transported to the Approved or Contingent Disposal Facility. Contractor shall keep all existing permits  
848 and approvals necessary for use of the Approved and Contingent Transfer Facilities in full regulatory  
849 compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations  
850 (obtained from its Transfer Facility Subcontractor if necessary) to City Contract Manager. If the Contractor  
851 is unable to use the Approved Transfer Facility, then the Contractor shall be responsible for making other  
852 Transportation arrangements. In such event, Contractor shall not be compensated for any additional  
853 costs. If the Contractor plans to change its Transfer method, Contractor shall obtain written approval  
854 from the City prior to making the change.

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

## 861 **4.4 INCLUDED SERVICES**

### 862 **4.4.1 Extra Service Stickers**

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

### 872 **4.4.2 Clean Sweep by Appointment**

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

### 880 **4.4.3 Christmas Tree Collection**

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

883 **4.4.4 Leaf Season**

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

886 **4.4.5 Street Sweeping**

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

889 **4.5 ADDITIONAL SERVICES**

890 **4.5.1 On-Call Bulky Item Collection**

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

898 **4.5.2 Disabled Residential Customers Alternative Service Location**

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

901 **4.5.3 Drop Box Service**

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

904 **4.5.4 Yard Trimming Service**

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

907 **4.5.5 Overages**

908 Contractor shall remove all spillage from non-overloaded Containers occurring during Collection. For  
909 purposes of this section, Customer-caused "Overage(s)" are defined as (i) Solid Waste, Recyclable  
910 Materials or Organic Materials exceeding its Container's intended capacity such that the Container's lid is  
911 lifted by at least four inches, or (ii) Solid Waste, Recyclable Materials or Organic Materials placed on top  
912 of or in the immediate vicinity of the Container. Contractor shall document Customer-caused overages  
913 with still pictures or video, and will notify the Customer of the overage through the application of a Cart  
914 tag, by electronic communication, or phone call, provided that if Contractor does not possess an email  
915 address or phone number for the Customer, Contractor may provide a written communication, which  
916 shall include a request for an email address or phone number for future notifications. Contractor may, at  
917 its discretion Collect the Container as Recyclable Materials, Organic Materials, or as Solid Waste.  
918 Contractor shall immediately charge the Customer the City-approved overage fee. The Customer will  
919 receive, upon request of Customer or the City, one courtesy waiver of the overage fee. Contractor may  
920 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):

957 **4.9.1 Public Litter Receptacles**

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

960 **4.9.2 Community Cleanup Events**

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

963 **4.9.3 Code Enforcement Cleanups**

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

966 **4.9.4 Special Events**

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

972 Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable  
973 organizations to provide some or all of the required services. Regardless of Contractor's use of such an  
974 organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a  
975 professional and timely manner.

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

979 **4.9.5 Recycling Drop-Off Events**

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

982 **4.9.6 Emergency Services**

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

984 **4.9.7 Provision of Compost Product**

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

986 **4.10 CUSTOMER SERVICE AND BILLING**

987 **4.10.1 Customer Service Program Requirements**

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

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

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

1000 **B. Telephone.** City shall secure, and Contractor shall use, pay all costs incurred by, and maintain during  
1001 the Term of this Agreement, a toll-free phone number which shall serve as the primary point of  
1002 contact between Contractor and the public during normal business hours. Upon expiration or early  
1003 termination of this Agreement, the City shall retain the control of the toll free phone number. The  
1004 Contractor shall provide the City with a separate emergency telephone number for use by the City  
1005 Contract Manager outside normal business hours. The Contractor shall have contact with such  
1006 representative, available at the emergency telephone number during all hours other than normal  
1007 office hours.

1008 Contractor shall maintain a telephone system in operation from 8 a.m. to 5 p.m. and shall have  
1009 sufficient equipment in place and staff, or an answering service to handle the volume of calls  
1010 experienced on the busiest days and such telephone equipment shall be capable of recording the  
1011 responsiveness to calls. Contractor's telephone system shall offer Customers who have been placed  
1012 on-hold to opt to leave a voice message or email, rather than remain on-hold. In the event that  
1013 Contractor's telephone customer service performance falls below the performance standards  
1014 established in Exhibit F (Performance Standards and Liquidated Damages), the City shall have the  
1015 right to require Contractor to increase its staffing levels and/or call handling capacity without  
1016 requirement for any additional compensation to the Contractor. Recording of Contractor's  
1017 responsiveness to calls shall include, at a minimum, all items included in the "Service Quality and  
1018 Reliability" and "Customer Service" performance standards listed in Exhibit F (Performance  
1019 Standards and Liquidated Damages). An answering machine or voicemail service shall record  
1020 Customer calls and voice messages between 5:00 p.m. and 8:00 a.m. Contractor shall provide a live,  
1021 not automated, call back within one (1) Business Day of receipt of Customer voice message.  
1022 Recorded information provided to Customers by Contractor, including telephone's system call tree  
1023 and voicemail messages, shall be available in Spanish and English.

1024 **C. Web Site and Email Access.** Contractor shall develop and maintain a web site that is accessible by  
1025 the public. Contractor's web site shall include all public education and outreach materials described  
1026 in Exhibit C (Public Education and Outreach Requirements) and provide the public the ability to e-  
1027 mail Contractor questions, service requests, or Complaints. Contractor shall respond to all  
1028 Customers who leave e-mail messages within one (1) Business Day of receipt of Customer email  
1029 message. Contractor may respond to Customer e-mails either via e-mail or phone.

#### 1030 **4.10.2 Service Requests, Compliments, Complaints**

1031 Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable  
1032 resolution of, all Customer service requests and Complaints. Contractor shall record, in its computer  
1033 system or a separate log, approved as to form by City Contract Manager, all Complaints, noting the name  
1034 and address of Complainant, date and time of Complaint, nature of Complaint, and nature and date of  
1035 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

1282 following calendar years. City and Contractor will define Contractor's activities for the following year for  
1283 public education and outreach efforts of \$200,000. Contractor shall document its use of the City-approved  
1284 annual budget in the following year's annual report, as provided in Exhibit D (Reporting Requirements).  
1285 To the extent that Contractor did not spend the full City-approved budget, Contractor shall transfer the  
1286 unused funds to the City.

1287 **A. Program Objectives.** Contractor's public education and outreach strategy shall focus on improving  
1288 Customer understanding of the benefits of and opportunities for Source Reduction, reuse,  
1289 Recycling, and Composting. In general, Contractor-provided public education and outreach should:  
1290 (i) inform Customers about the services that are provided under this Agreement with specific focus  
1291 on describing the methods and benefits of Source Reduction, reuse, Recycling, and Composting; (ii)  
1292 instruct Customers on the proper method for placing materials in Containers for Collection and  
1293 setting Containers out for Collection with specific focus on minimizing Contamination of Recyclable  
1294 and Organic Materials; and, (iii) clearly define Excluded Waste and educate Customers about the  
1295 hazards of such materials and their opportunities for proper handling.

1296 **B. Coordination with City Educational Efforts.** Contractor acknowledges that they are part of a multi-  
1297 party effort to operate and educate the public about the regional integrated waste management  
1298 system. Contractor shall cooperate and coordinate with the City Contract Manager on public  
1299 education activities to minimize duplicative, inconsistent, or inappropriately timed education  
1300 campaigns, and to ensure content of public education materials reflect City direction

1301 Contractor shall obtain approval from the City Contract Manager on all Contractor-provided public  
1302 education materials including, but not limited to: print, radio, television, or internet media before  
1303 publication, distribution, and/or release. City shall have the right to request that Contractor include  
1304 City identification and contact information on public education materials and approval of such  
1305 requests shall not be unreasonably withheld.

#### 1306 **4.11.2 News Media Relations**

1307 Contractor shall notify the City Contract Manager by e-mail of all requests for news media interviews  
1308 related to the Collection Services program within twenty-four (24) hours of Contractor's receipt of the  
1309 request. Before responding to any such inquiries, Contractor shall discuss Contractor's proposed response  
1310 with the Contract Administrator.

1311 Copies of draft news releases or proposed trade journal articles related to the provision of Collection  
1312 Services under this Agreement shall be submitted to City for prior review and approval at least five (5)  
1313 Business Days in advance of provision to such Persons, except where Contractor is required by any law or  
1314 regulation to submit materials to any regulatory agency in a shorter period of time, in which case  
1315 Contractor shall submit such materials to City simultaneously with Contractor's submittal to such  
1316 regulatory agency.

1317 Copies of articles resulting from media interviews or news releases shall be provided to the City within  
1318 five (5) Business Days after publication.

1319  
1320

## ARTICLE 5. STANDARD OF PERFORMANCE

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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.

1643 At its sole discretion, the City may elect not to exercise its rights with regards to this Section and, in  
1644 such case, the Carts shall remain the property of the Contractor upon the date of this Agreement's  
1645 expiration or earlier termination. In such case, Contractor shall be responsible for outstanding  
1646 depreciation and for removing all Containers, and Compactors in service from the Premises within  
1647 fourteen (14) Working Days of the expiration date or early termination date of this Agreement or  
1648 within a different timeframe mutually agreed to by the Parties. Contractor shall arrange for reuse  
1649 or Recycling of Containers, and Compactors removed from the City.

1650 **5.7 PERSONNEL**

1651 **A. General.** Contractor shall furnish such qualified personnel as may be necessary to provide the  
1652 services required by this Agreement in a safe and efficient manner. Contractor shall designate at  
1653 least one (1) qualified employee ("General Manager" or designee) as City's primary, day-to-day  
1654 point of contact with Contractor who is familiar with the Franchise Agreement and principally  
1655 responsible for Collection operations and resolution of service requests and Complaints. Contractor  
1656 has named Sam Jager, District Manager, as such Person. The General Manager shall be physically  
1657 located in the City and available to the City Contract Manager through the use of telecommunication  
1658 equipment at all times that Contractor is providing Collection services. In the event the General  
1659 Manager is unavailable due to illness or vacation, Contractor shall designate an acceptable  
1660 substitute who shall be available and who has the authority to act in the same capacity as the  
1661 General Manager. The General Manager shall provide the City with an emergency phone number  
1662 where the General Manager can be reached outside of normal business hours. City understands  
1663 that the General Manager is not authorized to negotiate on behalf of, or to bind Contractor except  
1664 with regard to normal service issues.

1665 Contractor shall separately identify an officer empowered to negotiate on behalf of, and to bind  
1666 Contractor with respect to all aspects of the Contractor service during the Term of this Agreement.  
1667 Both Parties are expected to be able to provide definitive responses to requests of the Party within  
1668 ten (10) Business Days for normal operational matters, and within fifteen (15) Business Days for  
1669 matters related to dispute resolution, compensation adjustments, and changes in the scope of  
1670 services to be provided under this Agreement.

1671 Contractor shall use its best efforts to assure that all employees present a neat appearance and  
1672 conduct themselves in a courteous manner. Contractor shall require its drivers, and all other  
1673 employees who come into contact with the public, to wear a clean, uniform shirt with an  
1674 identification badge or other means of identifying the employee, as approved by the City Contract  
1675 Manager. If Contractor alters employee uniforms during the Term of the Agreement, Contractor  
1676 shall notify City within thirty (30) days of such change; Contractor shall provide City with photos of  
1677 employees with new uniforms for use in public outreach materials. Contractor shall not permit its  
1678 employees to demand, or solicit, directly or indirectly, any additional compensation, or gratuity  
1679 from Customers or members of the public.

1680 **B. Hiring of Displaced Employees.** Contractor is aware of and shall comply with the requirements of  
1681 and duties imposed by Sections 1072 and 1075 of the California Labor Code regarding offers of  
1682 employment to any displaced employees resulting from a change in service provider, if any,  
1683 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.

1725 Contractor shall not be relieved from any liability resulting from the work to be performed under  
1726 this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel  
1727 maintain all requisite certifications, licenses, and the like, and Contractor shall ensure that its  
1728 personnel at all times fully comply with Applicable Law.

1729 At any point during the Term of this Agreement, the City may request, in writing, that any of  
1730 Contractor's employees be reassigned such that they no longer perform any work relating to this  
1731 Agreement, and shall provide a statement describing the reason for such request. Within twenty-  
1732 four (24) hours of Contractor's receipt of such request, or such other time agreed to by City in  
1733 writing, Contractor shall remove the identified employee(s) from performing any work related to  
1734 this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement  
1735 within ten (10) calendar days and Contractor shall immediately fill the vacated position with a  
1736 temporary replacement if required to perform, without delay, all services required under this  
1737 Agreement.

1738 **G. Diversion Coordinators.** Contractor shall provide one (1) Diversion Coordinators beginning on the  
1739 Commencement Date. The duties of the Diversion Coordinators will be focused on public education,  
1740 community outreach, Commercial and Multi-Family site visits, and technical assistance, as described  
1741 in Exhibit C (Public Education and Outreach Requirements). Diversion Coordinators shall be full-  
1742 time, regular, professional positions, compensated in accordance with the wages shown in  
1743 Contractor's Proposal for such positions. Contractor acknowledges that the Diversion Coordinator  
1744 role is not intended to be an internship, or entry-level role. City shall have the option to participate  
1745 in the training process for Contractor's Diversion Coordinators. City shall also hire a full-time  
1746 corresponding staff member who will work in partnership with Contractor's Diversion Coordinators,  
1747 Contractor shall have the option to participate in the training of such City employee.

1748 In the event that Contractor fails to provide the required number of full-time equivalent Diversion  
1749 Coordinators for more than four (4) months (sixteen consecutive weeks), Contractor shall remit to  
1750 the City five thousand three hundred and sixty two dollars (\$5,362) per un-provided employee for  
1751 every month (in excess of four months) such employee is not provided. Such amount shall be  
1752 adjusted annually by the same percentage used to adjust Rates in accordance with Article 8. For  
1753 example, if for six months Contractor provides no Diversion Coordinator, rather than the required  
1754 one, Contractor would remit to the City a minimum of \$10,724 (assuming no annual adjustment of  
1755 the amount has occurred). Contractor shall remit such payment within fifteen (15) Business Days  
1756 of a written request by the City. The intent of this payment is for the City to utilize the funds to  
1757 separately procure the equivalent in public education services.

## 1758 **5.8 HAZARDOUS WASTE INSPECTION AND HANDLING**

1759 **A. Inspection Program and Training.** Contractor shall develop a load inspection program that includes  
1760 the following components: (i) personnel and training; (ii) load checking activities; (iii) management  
1761 of wastes; and, (iv) record keeping and emergency procedures.

1762 Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i)  
1763 the effects of Hazardous Substances on human health and the environment; (ii) identification of  
1764 prohibited materials; and, (iii) emergency notification and response procedures. City staff shall be  
1765 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

1891 through some other approved method. This could include recycling with another City-approved service  
1892 provider (in accordance with Section 1.2), self-hauling to a Recycling center, or back-hauling materials  
1893 through their distribution system to a central location for Diversion. Quarterly AB 341/AB 1826  
1894 compliance reports shall be in a format approved by the City. Beginning January 2022, Contractor shall  
1895 submit quarterly SB 1383 status report in a format approved by the City.

1896  
1897

## **ARTICLE 6.**

### **RECORD KEEPING AND REPORTING**

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#### **1898 6.1 RECORD KEEPING**

1899 Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational,  
1900 and other records related to its performance as shall be necessary to provide reporting under this  
1901 Agreement (including Exhibit N SB 1383 Requirements), Applicable Law, and to demonstrate compliance  
1902 with this Agreement. Unless otherwise required in this Article, Contractor shall retain all such records and  
1903 data required to be maintained by this Agreement for the Term of this Agreement plus three (3) years  
1904 after its expiration or earlier termination. Such records and data shall be in chronological and organized  
1905 form and readily and easily interpreted. Upon request, any such records shall be retrieved within ten (10)  
1906 Working Days of a request by the City Contract Manager and made available to the City Contract Manager.  
1907 Contractor shall maintain adequate record security to preserve such records from events that can be  
1908 reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and  
1909 records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems to  
1910 comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a  
1911 monthly basis, save all system-generated reports supporting those record keeping and reporting  
1912 requirements in a static format in order to provide an audit trail for all data required.

1913 City views its ability to defend itself against Comprehensive Environmental Response, Compensation and  
1914 Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards  
1915 its ability to prove where Collected Recyclable Materials, Organic Materials, and Solid Waste are taken for  
1916 Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable  
1917 Materials, Organic Materials, and Solid Waste Collected were Transferred, Processed, or Disposed by  
1918 Contractor. This provision shall survive the expiration or earlier termination of this Agreement. Contractor  
1919 shall maintain these records for a minimum of five (5) years beyond expiration or earlier termination of  
1920 the Agreement. Contractor shall provide these records to City (upon request or at the end of the record  
1921 retention period) in an organized and indexed manner rather than destroying or Disposing of them.

#### **1922 6.2 REPORT SUBMITTAL REQUIREMENTS**

1923 Contractor shall submit quarterly reports due on the 15<sup>th</sup> day of the month following the end of the  
1924 quarter. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end  
1925 of each calendar year (with the exception that Contractor shall coordinate with the City Contract Manager  
1926 to ensure that any materials scheduled to be included in the annual report due in 2022 be provided earlier  
1927 if necessary for the City to comply with the reporting requirements of SB 1383, as provided in Exhibit N  
1928 (SB 1383 Requirements) pursuant to Section 4.2.F). Quarterly, and annual reports shall, at a minimum,  
1929 include all data and information as described in Exhibit D (Reporting Requirements) and Exhibit E  
1930 (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 **ARTICLE 7.**  
1984 **CITY FEES**

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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 (20<sup>th</sup>) 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**

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2046  
2047  
2048

2049 **8.1 RATES**

2050 The Rates contained in Exhibit G3 (Initial Rates for Collection Services) are the only compensation to  
2051 Contractor for provision of Collection Services. Contractor shall bill and collect payment for  
2052 Residential, Multi-Family, and Commercial Services in accordance with the Rates set forth in Exhibit  
2053 G3 (Initial Rates for Collection Services), as adjusted in the future, and pursuant to Article 8.

2054 **8.2 ADJUSTMENT OF RATES**

2055 **A. Annual Adjustment.** Notwithstanding the provisions of Section 8.4 and subject to the terms  
2056 herein, the Contractor is entitled to one Rate adjustment annually beginning January 1, 2021.  
2057 Contractor's request for an adjustment shall be prepared in a format approved by the City  
2058 Contract Manager, and is to be submitted to City by each July 1 beginning with July 2020. Each  
2059 adjustment is to be based on data from a previous twelve (12) month period as specified in this  
2060 Section 8.2, is to be approved by the City with good faith effort by September 1 of each year,  
2061 and will be effective on each subsequent January 1.

2062 **B. Adjustment of the Rate.** Each Rate shall be adjusted up or down to reflect the Annual  
2063 Percentage Change in the inflation rate measured as the percentage increase in the CPI-U over  
2064 the previous twelve (12) months.

2065 The "Annual Percentage Change" for a cost index shall be calculated as the average index value (the  
2066 mean of all data points for a given time period) for the 12-month period ending April of the then-  
2067 current Rate Period minus the average index value for the corresponding 12-month period of the  
2068 most-recently completed Rate Period and the result of which shall be divided by the Average Index  
2069 Value for the same 12-month period of the most recently completed Rate Period. The calculated  
2070 Annual Percentage Change shall be carried to three places to the right of the decimal and rounded  
2071 to the nearest thousandths.

2072 The "CPI-U" is the Consumer Price Index, All Urban Consumers, all items, not seasonally  
2073 adjusted San Francisco-Oakland-Hayward Metropolitan Area compiled and published by the  
2074 U.S. Department of Labor, Bureau of Labor Statistics.

2075 For example, if the Contractor is calculating the Annual Adjustment due in July 2020 to be effective  
2076 January 1, 2021, and the CPI-U example values below were correct, the Annual Percentage Change  
2077 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=							<b>2.968%</b>

2078 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 X \$105.00 = \$105.79

2116 Adjusted Rate =  $(1+0.03259)$  X \$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.

2121 **[USA WASTE OF CALIFORNIA, INC. FRANCHISE AGREEMENT ONLY -**

2122 **D. Contractor Capital Projects.** The Contractor anticipates completing "Capital Projects" at 1240  
2123 Navy Drive, Stockton, CA 95206 by December 31, 2023 (the "Completion Date"). The Capital  
2124 Projects are budgeted at \$12 million in total and include the following improvements:

- 2125 • New administrative building
- 2126 • Maintenance shop improvements to accommodate compressed natural gas ("CNG")  
2127 trucks
- 2128 • CNG fueling station
- 2129 • Stormwater improvements

2130 Within six (6) months of the Effective Date the Contractor shall provide a Capital Projects plan  
2131 that includes a detailed scope, estimate and budget for the Capital Projects ("Capital Projects  
2132 Plan"). The Capital Projects Plan will be subject to reasonable City review and approval to  
2133 ensure consistency with the scope outlined in this subsection. Following approval, Contractor  
2134 shall provide the City with annual updates regarding status of the Capital Projects, including  
2135 funds spent to date and an updated progress schedule. The budgeted \$12 million will fund work  
2136 related to the Capital Projects identified above. Capital spent prior to approval of the Capital  
2137 Projects Plan will be included in the \$12 million budget provided that the expenditure is directly  
2138 related to the scope of the Capital Project, as reasonably approved by City.

2139 If all of the Capital Projects are not completed by the Completion Date, or if Contractor  
2140 determines that they will not be completed by the Completion Date, due to circumstances  
2141 beyond Contractor's reasonable control, such as permitting or third party construction delays,  
2142 then such deadline will be extended with the City's reasonable consent. If the Completion Date  
2143 is not met for reasons within Contractor's control, and Contractor has not provided a plan  
2144 reasonably satisfactory to City to have the Capital Projects completed by December 31, 2024,  
2145 then Contractor shall remit to the City or use such funds as directed by the City for any lawful  
2146 purpose, including, but not limited to, a rate stabilization fund or reduction in future rate

2147 adjustments, the unspent budgeted capital for the Capital Projects. The City shall direct the  
2148 payment or use of the funds by January 31, 2025 and such payment, if applicable, will be due  
2149 by March 31, 2025.]

### 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

2264 8.4 equivalent to the documented decrease in total revenue due to the change in Rate structure. The  
2265 Special Rate adjustment may at City discretion provide for an adjustment to one Rate, multiple Rates, or  
2266 all Rates.

2267 **ARTICLE 9.**  
2268 **INDEMNITY, INSURANCE, AND PERFORMANCE**  
2269 **BOND**

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2270 **9.1 INDEMNIFICATION**

2271 **A. General.** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own  
2272 expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against  
2273 any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees,  
2274 arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering  
2275 services under the Agreement; excluding, however, such liability, claims, losses, damages, or  
2276 expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and  
2277 the duty to indemnify are separate and distinct obligations. The indemnification obligations of this  
2278 section shall survive the termination of this Agreement and shall expressly include claims related to  
2279 cyber security and the alleged inadequate protection of confidential information.

2280 **B. Excluded Waste.** Contractor acknowledges that it is responsible for compliance during the entire  
2281 Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or  
2282 Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

2283 In the event that Contractor negligently or willfully mishandles Excluded Waste in the course of  
2284 carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take  
2285 all investigatory and/or remedial action reasonably required for the remediation of such  
2286 environmental contamination. Prior to undertaking any investigatory or remedial action, however,  
2287 Contractor shall first obtain City's approval of any proposed investigatory or remedial action. Should  
2288 Contractor fail at any time to promptly take such action, City may undertake such action at  
2289 Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses within  
2290 thirty (30) calendar days of being billed for those expenses, and any amount not paid within that  
2291 thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent  
2292 fee payment provision of Section 7.4. These obligations are in addition to any defense and  
2293 indemnity obligations that Contractor may have under this Agreement. The provisions of this  
2294 Section shall survive the termination or expiration of this Agreement.

2295 Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any  
2296 claims arising from the Disposal of Solid Waste at the Approved Disposal Facility, including, but not  
2297 limited to, claims arising under Comprehensive Environmental Response, Compensation and  
2298 Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful  
2299 misconduct.

2300 **C. Environmental Indemnity.** Contractor shall defend, indemnify, and hold City harmless against and  
2301 from any and all claims, suits, losses, penalties, damages, and liability for damages of every name,  
2302 kind, and description, including attorneys' fees and costs incurred, attributable to the negligence or  
2303 willful misconduct of Contractor in handling Excluded Waste.

2304 **D. Related to AB 939, AB 341, AB 1826, and SB 1383.** Except to the extent expressly precluded by  
2305 Public Resources Code section 40059.1, Contractor's duty to defend and indemnify herein includes  
2306 all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826,  
2307 and/or SB 1383 are not met due to Contractor's failure to comply with this Agreement or Applicable  
2308 Law.

2309 **E. Related to Rates.** Should there be a legal challenge, Change in Law or a new judicial interpretation  
2310 of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution  
2311 (Proposition 218), which impacts the Rates for the Collection services established in accordance  
2312 with this Agreement, Contractor agrees to meet and confer with City to discuss the impact of such  
2313 Change in Law on either Party's ability to perform under this Agreement.

2314 City may conduct the public notification process provided in Proposition 218 in the interest of  
2315 providing transparency in decision-making. City considers the Rates to be service-related and not  
2316 property-related. If, at any time, a Rate adjustment determined to be appropriate by both City and  
2317 Contractor to compensate Contractor for increases in costs as described in this Agreement cannot  
2318 be implemented for any reason, including a majority protest under Proposition 218, Contractor shall  
2319 be granted the option to negotiate with City, in good faith, a reduction of services equal to the value  
2320 of the Rate adjustment that cannot be implemented. If City and Contractor are unable to reach  
2321 agreement about such a reduction in services after good faith negotiations, then Contractor may  
2322 terminate this Agreement upon one year's prior written notice to City, in which case the Contractor  
2323 and City shall each be entitled to payment of amounts due for contract performance through the  
2324 date of termination but otherwise will have no further obligation to one another pursuant to this  
2325 Agreement after the date of such termination.

2326 Should a court of competent jurisdiction determine that the Rates should be modified for reasons  
2327 related to Franchise Fees or other City Fees and charges, Contractor shall reduce the Rates it charges  
2328 Customers by a corresponding amount with City's consent, which shall not be unreasonably  
2329 withheld.

2330 Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the  
2331 Rates established for services provided under this Agreement; rather this Section is provided merely  
2332 to allocate risk of an adverse judicial interpretation between the Parties.

2333 This provision (i.e., Section 9.1) will survive the expiration or earlier termination of this Agreement  
2334 and shall not be construed as a waiver of rights by City to contribution or indemnity from third  
2335 parties.

## 2336 **9.2 INSURANCE**

2337 Contractor shall procure and maintain for the duration of the Agreement insurance against claims for  
2338 injuries to Persons or damage to property which may arise from or in connection with the performance  
2339 of the work hereunder and the results of that work by the Contractor, their agents, representatives,  
2340 employees, or Subcontractors. With respect to General Liability and Contractors Pollution Liability,  
2341 coverage should be maintained for a minimum of five (5) years after termination of the Agreement.

2342 **A. Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:

2343 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, 3<sup>rd</sup> 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**

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#### 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

2572 services. To the extent permitted by Applicable Law, Contractor may require a confidentiality agreement  
2573 with City before providing access to information which Contractor deems confidential or trade secret and  
2574 subject to the City's obligations under the Public Records Act.

## 2575 **10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

2576 City's rights to terminate the Agreement under Section 10.2 and to take possession of the Contractor's  
2577 records under Section 10.4 are not exclusive, and City's termination of the Agreement and/or the  
2578 imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall  
2579 be in addition to any and all other legal and equitable rights and remedies which City may have.

2580 By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service,  
2581 which is in the public interest; the lead time required to effect alternative service; and, the rights granted  
2582 by City to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and  
2583 City shall be entitled to injunctive relief (including but not limited to specific performance).

## 2584 **10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

2585 **A. General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if  
2586 not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a  
2587 result of a breach by Contractor of its obligations under this Agreement. The factors relating to the  
2588 impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial  
2589 damage results to members of the public who are denied services or denied quality or reliable  
2590 service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits  
2591 of the Agreement to individual members of the general public for whose benefit this Agreement  
2592 exists, in subjective ways and in varying degrees of intensity which are incapable of measurement  
2593 in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs  
2594 than alternative services and the monetary loss resulting from denial of services or denial of quality  
2595 or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of  
2596 this Agreement for such breaches, and other remedies are, at best, a means of future correction  
2597 and not remedies which make the public whole for past breaches.

2598 **B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties  
2599 further acknowledge that consistent, reliable Collection services are of utmost importance to City  
2600 and in the public interest and that City has considered and relied on Contractor's representations  
2601 as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that  
2602 some quantified standards of performance are necessary and appropriate to ensure consistent and  
2603 reliable service and performance. The Parties further recognize that if Contractor fails to achieve  
2604 the performance standards, or fails to submit required documents in a timely manner, City and its  
2605 residents and businesses will suffer damages, and that it is, and will be, impractical and extremely  
2606 difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore,  
2607 without prejudice to City's right to treat such non-performance as an event of default under this  
2608 Section, the Parties agree that the Liquidated Damages amounts established in Exhibit F  
2609 (Performance Standards and Liquidated Damages) of this Agreement and the Liquidated Damage  
2610 amounts therein represent a reasonable estimate of the amount of such damages considering all of  
2611 the circumstances existing on the Effective Date of this Agreement, including the relationship of the  
2612 sums to the range of harm to City that reasonably could be anticipated and the anticipation that  
2613 proof of actual damages would be costly or impractical.

2614 Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the  
2615 Performance Standards and Liquidated Damages, Exhibit F (Performance Standards and Liquidated  
2616 Damages). City may not assess Liquidated Damages unless it notifies Contractor, as provided in the  
2617 below paragraph, within sixty (60) days of the City becoming aware of the underlying event.

2618 Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The  
2619 notice will include a brief description of the incident(s) and non-performance. Either Party may  
2620 review (and make copies at its own expense) all information in the possession of Either Party  
2621 relating to incident(s) and/or non-performance. Either Party may, within ten (10) Business Days  
2622 after issuing the notice, request a meeting with either Party. Either Party may present evidence  
2623 related to the alleged non-performance in writing and through testimony of its employees and  
2624 others relevant to the incident(s) and alleged non-performance. City Contract Manager will provide  
2625 Contractor with a written explanation of their determination on each incident(s) and non-  
2626 performance prior to authorizing the assessment of Liquidated Damages under this Section 10.6.  
2627 The decision of City Contract Manager shall be final and Contractor shall not be subject to, or  
2628 required to exhaust, any further administrative remedies.

2629 **C. Amount.** Subject to the limitations described in Exhibit F (Performance Standards and Liquidated  
2630 Damages), City may assess Liquidated Damages for each calendar day or event, as appropriate, that  
2631 Contractor is determined to be liable in accordance with this Agreement in the amounts specified  
2632 in Exhibit F (Performance Standards and Liquidated Damages), which shall be subject to annual  
2633 adjustment in the same amount as the Annual Percentage Change in Rates, determined in Section  
2634 8.2.

2635 **D. Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by City within ten (10)  
2636 Business Days of the date the Liquidated Damages are assessed after following the process outlined  
2637 in 10.6.B. If they are not paid within the ten (10) Business Day period, City may proceed against the  
2638 performance bond required by the Agreement, order the termination of the rights or "franchise"  
2639 granted by this Agreement, or all of the above and any other legal remedies that are available to  
2640 the City.

## 2641 **10.7 EXCUSE FROM PERFORMANCE**

2642 The Parties shall be excused from performing their respective obligations hereunder and from any  
2643 obligation to pay Liquidated Damages if they are prevented from so performing by reason of floods,  
2644 earthquakes, other acts of nature, war, acts of terrorism, civil insurrection, riots, acts of any government  
2645 (including judicial action), and other similar events which are beyond the control of and not the fault of  
2646 the Party claiming excuse from performance hereunder. In the case of labor unrest or job action directed  
2647 at a third party over whom Contractor has no control, the inability of Contractor to provide services in  
2648 accordance with this Agreement due to the unwillingness or failure of the third party to: (i) accept  
2649 material; (ii) provide reasonable assurance of the safety of Contractor's employees while providing such  
2650 services; or, (iii) make reasonable accommodations with respect to Container placement and point of  
2651 Delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets  
2652 or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance.  
2653 The foregoing excuse shall be conditioned on Contractor's cooperation in performing Collection services  
2654 at different times and in different locations. Further, in the event of labor unrest, including but not limited  
2655 to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the  
2656 Contractor's employees or directed at the Contractor, or a subsidiary, the Contractor shall not be excused

2657 from performance. In such case, Contractor shall continue to provide a reasonably satisfactory level of  
2658 performance during the pendency thereof, but the Contractor shall not be required to adhere strictly to  
2659 the specific requirements of this Agreement regarding routes, Collection times or similar matters;  
2660 provided, however, that in no event shall more than seven (7) calendar days elapse between pickups for  
2661 Residential and Commercial Customers. Any labor action initiated by Contractor, including but not limited  
2662 to a lock-out, shall not be grounds for any excuse from performance and Contractor shall perform all  
2663 obligations under this Agreement during the pendency of such Contractor-initiated labor action.

2664 The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice  
2665 of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to  
2666 excuse under this Section.

2667 If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against  
2668 each other for any damages sustained thereby.

2669 The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more  
2670 of the events described in this Article shall not constitute a default by Contractor under this Agreement.  
2671 Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations  
2672 hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, City  
2673 shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10)  
2674 Business Days' notice to Contractor, in which case the provisions of Section 10.4 shall apply.

## 2675 **10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

2676 The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those  
2677 members of the public residing or doing business within City who will be adversely affected by interrupted  
2678 waste management service, that there be no material interruption in services provided under this  
2679 Agreement.

2680 If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out,  
2681 picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to  
2682 regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order  
2683 entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes  
2684 in good faith that Contractor's ability to perform under the Agreement has thereby been placed in  
2685 substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand  
2686 from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form  
2687 and substance as City believes in good faith is reasonably necessary in the circumstances to evidence  
2688 continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory  
2689 assurances of timely and proper performance in the form and by the date required by City, such failure or  
2690 refusal shall be an event of default for purposes of Section 10.1 except as provided in Section 10.7.

## 2691 **10.9 DISPUTE RESOLUTION**

2692 In the event of dispute between the City Contract Manager and the Contractor regarding the  
2693 interpretation of or the performance of services under this Agreement which results in a material impact  
2694 to the Contractor's revenue and/or cost of operations, as defined in Section 5.9, the provisions of this  
2695 Section 10.9 shall apply.

- 2696 A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this  
2697 Agreement which results in a material impact to the Contractor's revenue and/or cost of operations,  
2698 the City and Contractor agree that they promptly will meet and confer to attempt to resolve the  
2699 matter between themselves.
- 2700 B. **Mediation.** In the event that disputes which arise under this Agreement cannot be resolved  
2701 satisfactorily between the Parties in accordance with Section 10.9.A, the City and Contractor agree  
2702 that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed  
2703 upon independent third party. The Parties will take all reasonable steps to maintain the  
2704 confidentiality of any mediation proceedings.
- 2705 C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for  
2706 filing claims against the City or a lawsuit against Contractor under Applicable Law shall be tolled for  
2707 the period of time for which meet and confer or mediation procedures are pending, in accordance  
2708 with Sections 10.9.A and 10.9.B. Such tolling shall commence upon receipt of a written request to  
2709 meet and confer and terminate upon the conclusion of mediation.
- 2710 D. **Litigation.** If the mediator is unable, within sixty (60) days thereafter, to reach a determination as  
2711 to the matter in dispute in a manner acceptable to the Parties hereto, then either Party may refer  
2712 the matter to a court of competent jurisdiction.

2713 **ARTICLE 11.**  
2714 **REPRESENTATIONS AND WARRANTIES OF**  
2715 **THE PARTIES**

---

2716 The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this  
2717 Article.

2718 **11.1 CONTRACTOR'S CORPORATE STATUS**

2719 Contractor is a corporation duly organized, validly existing and in good standing under the laws of the  
2720 State. It is qualified to transact business in the State and has the power to own its properties and to carry  
2721 on its business as now owned and operated and as required by this Agreement.

2722 **11.2 CONTRACTOR'S CORPORATE AUTHORIZATION**

2723 Contractor has the authority to enter this Agreement and perform its obligations under this Agreement.  
2724 The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by  
2725 law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement.  
2726 The Person signing this Agreement on behalf of Contractor represents and warrants that they have  
2727 authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

2728 **11.3 AGREEMENT WILL NOT CAUSE BREACH**

2729 To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery  
2730 of this Agreement or the performance by either Party of their obligations hereunder does not conflict  
2731 with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment,  
2732 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 Sates 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.

2800 For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other  
2801 transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service  
2802 under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more  
2803 of the local, regional, and/or corporate assets, stock, or ownership of Contractor to a Person (other than  
2804 a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his  
2805 family or to another owner of shares in Contractor) except that no cumulative sale, exchange, or transfer  
2806 of shares may exceed twenty (20) percent during the Term of the Agreement (other than a transfer of  
2807 shares in Contractor by the owner of such shares to a revocable trust for the benefit of his family or to  
2808 another owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization,  
2809 stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other  
2810 transaction to which Contractor or any of its shareholders is a party which results in a change of ownership  
2811 or control of ten (10) percent or more of the value or voting rights in the local, regional, and/or corporate  
2812 stock of Contractor; (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility,  
2813 Transfer station, etc.) used by Contractor to fulfill its obligations under this Agreement; and, (v) any  
2814 combination of the foregoing (whether or not in related or contemporaneous transactions) which has the  
2815 effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of  
2816 Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed  
2817 transferee(s) or other successor(s) in interest pursuant to the assignment. For purposes of this Section,  
2818 "assignment" does not include transactions with an Affiliate (an entity which is related to another by one  
2819 owning the shares of another, common ownership, or by other means of control) of Contractor.

2820 Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and  
2821 businesses, and that City has selected Contractor to perform the services specified herein based on: (i)  
2822 Contractor's experience, skill, and reputation for conducting its Recyclable Materials, Organic Materials,  
2823 and Solid Waste management operations in a safe, effective, and responsible fashion, at all times in  
2824 keeping with applicable waste management laws, regulations, and good waste management practices;  
2825 and, (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the  
2826 required equipment and to support its indemnity obligations to City under this Agreement. City has relied  
2827 on each of these factors, among others, in choosing Contractor to perform the services to be rendered by  
2828 Contractor under this Agreement.

2829 If Contractor requests City's consideration of and consent to an assignment, City may deny or approve  
2830 such request in its sole and complete discretion. No request by Contractor for consent to an assignment  
2831 need be considered by City unless and until Contractor has met the following requirements. The City may,  
2832 in its sole discretion, waive one (1) or more of these requirements.

2833 A. On the date of City approval of a proposed assignment, Contractor shall pay the City a transfer fee  
2834 in the amount of one percent (1%) of the Gross Receipts for the most-recently completed Rate  
2835 Period.

2836 B. Contractor shall pay City its actual expenses for attorneys', consultants', accountants' fees, staff  
2837 time, and investigation costs necessary to investigate the suitability of any proposed assignee, and  
2838 to review and finalize any documentation required as a condition for approving any such  
2839 assignment. Such payment shall be required regardless of the ultimate determination of the City  
2840 with regard to the approval or denial of the assignment. Upon submittal of Contractor's request for  
2841 assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars  
2842 (\$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 of  
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 USA Waste of California, Inc.  
2888 Attn: President  
2889 172 98<sup>th</sup> Avenue  
2890 Reno, NV 94603

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**

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### 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**

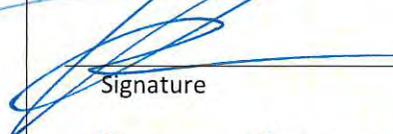
2946 Each of the Exhibits identified as Exhibit "A" through "O" is attached hereto and incorporated herein and  
2947 made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and  
2948 the terms of an Exhibit, the terms of this Agreement shall control. In 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.

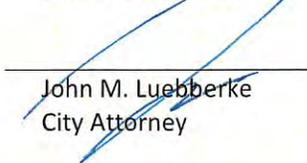
**City of Stockton**  
A Municipal Corporation "CITY"

  
\_\_\_\_\_  
Laurie Montes Date  
Interim City Manager

**USA Waste of California, Inc.**  
"CONTRACTOR"

  
\_\_\_\_\_  
Signature Date  
12/12/2019

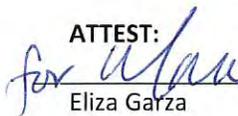
**APPROVED AS TO FORM:**

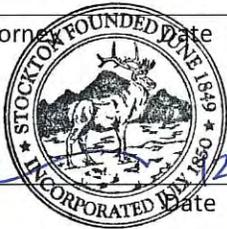
  
\_\_\_\_\_  
John M. Luebberke Date  
City Attorney 12/18/19

Barry Skolnick  
Print Name of Signatory

President  
Title of Signatory

\_\_\_\_\_  
Deputy City Attorney Date

**ATTEST:**  
  
\_\_\_\_\_  
Eliza Garza Date  
City Clerk 12/19/19



2952

# **FRANCHISE AGREEMENT EXHIBITS**

**November 5, 2019**

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**EXHIBIT A:  
DEFINITIONS**

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## EXHIBIT A DEFINITIONS

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

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

7 **“AB 341”** means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB  
8 341]), also commonly referred to as “AB 341”, as amended, supplemented, superseded, and replaced  
9 from time to time.

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

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

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

20 **“Agreement”** means this Agreement between City and Contractor, including all exhibits, and any future  
21 amendments hereto.

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

27 **“Approved Disposal Facility(ies)”** means Forward Landfill, which is owned and operated by Forward Inc.,  
28 North County Recycling Center & Sanitary Landfill, which is owned and operated by San Joaquin County,  
29 and Lockwood Regional Landfill, which is owned and operated by Refuse, Inc.

30 **“Approved Facility(ies)”** means any one of or any combination of the: Approved Organic Materials  
31 Processing Facility; Approved Recyclable Materials Processing Facility; Approved Transfer Facility;  
32 Approved Disposal Facility.

33 **“Approved Organic Materials Processing Facility”** means Davis Street Resource Recovery Complex and  
34 Transfer Station, which is owned and operated by Waste Management of Alameda County, Inc., Recology  
35 Blossom Hill, which is owned and operated by Recology, Inc., Central Valley Composting, which is owned  
36 and operated by USA Waste of California, Inc., Kochergen Farms, which is owned and operated by

## EXHIBIT A DEFINITIONS

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37 Kochergen Farms Composting, Inc., and Cedar Avenue Recycling and Transfer Station, which is owned and  
38 operated by Caglia Environmental, LLC.

39 **“Approved Processing Facility(ies)”** means any one of or any combination of the: Approved Organic  
40 Materials Processing Facility; Approved Recyclable Materials Processing Facility; Approved Transfer  
41 Facility.

42 **“Approved Recyclable Materials Processing Facility”** means East Stockton Recycling and Transfer Station,  
43 which is owned and operated by James Williams, and Central Valley Materials Recycling Facility, which is  
44 owned and operated by USA Waste of California, Inc.

45 **“Approved Transfer Facility”** means Central Valley Transfer Station, which is owned and operated by USA  
46 Waste of California, Inc., East Stockton Transfer and Recycling Center, which is owned and operated by  
47 James Williams, and Lovelace Materials Recovery Facility and Transfer Station, which is owned and  
48 operated by San Joaquin County.

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

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

60 **“Business Days”** mean days during which the City offices are open to do business with the public.

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

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

66 **“City”** means the City of Stockton and all the territory lying within its boundaries as presently existing or  
67 as such boundaries may be modified during the Term of this Agreement.

68 **“City Contract Manager”** means City’s Public Works Director or designee, who is responsible for the  
69 administrative management of this Agreement.

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

## EXHIBIT A DEFINITIONS

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

74           a. The enactment, adoption, promulgation, issuance, modification, or written change in  
75           administrative or judicial interpretation of any Applicable Law on or after the Effective Date;  
76           or,

77           b. The order or judgment of any governmental body, on or after the Effective Date, to the extent  
78           such order or judgment is not the result of willful or negligent action, error or omission or lack  
79           of reasonable diligence of City or of the Contractor, whichever is asserting the occurrence of  
80           a Change in Law; provided, however, that the contesting in good faith or the failure in good  
81           faith to contest any such order or judgment shall not constitute or be construed as such a  
82           willful or negligent action, error or omission or lack of reasonable diligence.

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

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

87 **“Commercial”** shall mean of, from or pertaining to non-Residential Premises where business activity is  
88 conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and  
89 industrial operations, but excluding businesses conducted upon Residential property which are permitted  
90 under applicable zoning regulations and are not the primary use of the property.

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

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

100 **“Composting or Compost** (or any variation thereof)” includes a controlled biological decomposition of  
101 Organic Materials yielding a safe and nuisance free Compost product.

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

## EXHIBIT A DEFINITIONS

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107 **“Container(s)”** mean Bins, Carts, Compactors, and Drop Boxes.

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

113 **“Contingent Facility(ies)”** means a facility approved by the City to provide Transfer, Processing of  
114 Recyclable Materials or Organic Materials, or Disposal, in lieu of, or in addition to use of an Approved  
115 Facility providing the same function.

116 **“Contractor”** means USA Waste of California, Inc., organized and operating under the laws of the State  
117 and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and  
118 Subcontractors.

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

121 **“Contractor’s Submittal”** means Exhibit G2 Cost Basis for Submittal, incorporating the final revised costs  
122 and revenue requirement as proposed by Contractor. Contractor’s complete submittal package to City  
123 includes the original proposal received May 29, 2019 for provision of Recyclable Materials, Organic  
124 Materials, and Solid Waste Collection and Processing services, and numerous subsequent proposal and  
125 cost clarifications and revisions, draft agreement modifications, and other written and verbal  
126 communications with City prior to the November 5<sup>th</sup>, 2019 City Council meeting.

127 **“Courtesy Collection”** means events wherein the Contractor Collects Discarded Materials which have  
128 been improperly placed for Collection, leaves a Courtesy Notice, and does not charge the authorized Rate  
129 associated with the improper set-out.

130 **“Courtesy Notice”** means a form developed by Contractor, approved by the City Contract Manager, and  
131 provided to Customers in the manner described in Section 5.3.B and distinct from the overage notices  
132 (Section 4.5.5) and Contamination notices (Section 4.5.6).

133 **“CRV”** means California redemption value.

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

139 **“Curb Mile”** means a linear measurement of five thousand two hundred and eighty (5,280) feet of Curb  
140 or pavement edge to be used as standard unit of scheduled street sweeping service. The Curb of a median  
141 will also be considered when calculating total Curb Miles. As an example a one-mile section of street with

## EXHIBIT A DEFINITIONS

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142 a median running the entire length would constitute four (4) total Curb Miles: one (1) for each side of the  
143 street, and one (1) for each side of the median.

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A DEFINITIONS

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- 177 **"Effective Date"** means the date on which the latter of the two Parties signs this Agreement.
- 178 **"Excluded Waste"** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste,  
179 volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that  
180 Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or  
181 Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be  
182 Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant  
183 risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or  
184 City to potential liability; but not including de minimis volumes or concentrations of waste of a type and  
185 amount normally found in Residential Solid Waste after implementation of programs for the safe  
186 Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500  
187 and 41802 of the California Public Resources Code.
- 188 **"Extra Service Stickers"** are stickers approved by City and provided by the Contractor to Residential  
189 Customers to affix to a bag provided by Residential Customers for the Collection of Solid Waste, Recyclable  
190 Materials and Organic Materials overages. Residents receive twelve (12) free stickers per year.
- 191 **"E-Waste"** means discarded electronic equipment including, but not limited to, televisions, computer  
192 monitors, central processing units (CPUs), laptop computers, computer peripherals (including external  
193 hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo  
194 speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic  
195 devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances  
196 and thus require special handling, Processing, or Disposal.
- 197 **"Federal"** means belonging to or pertaining to the Federal government of the United States.
- 198 **"Food Scraps"** means those Discarded Materials that will decompose and/or putrefy including: (i) all  
199 kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the  
200 storage, preparation, cooking or handling of food stuffs; (iii) discarded paper (including paper containers  
201 and cartons) that is Contaminated with Food Scraps and Compostables; (iv) fruit waste, grain waste, dairy  
202 waste, meat, and fish waste; and, (v) vegetable trimmings, houseplant trimmings and other Compostable  
203 organic waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Organic  
204 Materials.
- 205 **"Franchise Fee"** means the fee paid by Contractor to the City as described in Section 7.1.
- 206 **"Generator"** means any Person whose act or process produces Discarded Materials as defined in the  
207 Public Resources Code, or whose act first causes Discarded Materials to become subject to regulation.
- 208 **"Gross Receipts"** shall mean total cash receipts collected from Customers by the Contractor for the  
209 provision of services pursuant to this Agreement, without any deductions. Gross Receipts do not include  
210 revenues from the sale of Recyclable Materials.
- 211 **"Hazardous Substance"** means any of the following: (a) any substances defined, regulated or listed  
212 (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic  
213 waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the

## EXHIBIT A DEFINITIONS

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214 environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and  
215 Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation  
216 Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv)  
217 the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8,  
218 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050;  
219 (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts  
220 currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material,  
221 chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law  
222 currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated  
223 biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

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

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

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

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

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

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

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

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

## EXHIBIT A DEFINITIONS

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- 251 **“New Curb Mile”** means the number of miles of Curb on streets that do not exist as of the Effective Date,  
252 or are not within the City as of the Effective Date, but which are on streets that are accepted or otherwise  
253 incorporated into the City during the Term of this Agreement.
- 254 **“Non-Collection Notice”** means a form developed by Contractor and provided at Contractor’s cost, at  
255 least 2" by 6" in size, on which Contractor has provided Contractor’s phone number and indicated the  
256 reasons for Contractor’s refusal to Collect material. Such notices may be provided to Customers physically  
257 or electronically, giving reference to the law, or ordinance, or section of this Agreement which has been  
258 violated, and which gives grounds for Contractor’s refusal either in writing or by means of a check system.
- 259 **“Occupant”** means the Person who occupies a Premises.
- 260 **“Organic Materials”** means Yard Trimmings, and Food Scraps, individually or collectively. No Discarded  
261 Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable  
262 Material and Solid Waste.
- 263 **“Owner”** means the Person(s) holding legal title to real property and/or any improvements thereon, and  
264 shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.
- 265 **“Paper Garden Bags”** means a paper bag approved by City and provided by the Contractor which may be  
266 purchased by Residents for the Collection of Organic Materials overages.
- 267 **“Party or Parties”** refers to the City and Contractor, individually or together.
- 268 **“Person(s)”** means any individual, firm, association, organization, partnership, consortium, corporation,  
269 trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal Person.
- 270 **“Premises”** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid  
271 Waste are generated or accumulated.
- 272 **“Processing”** means to prepare, treat, or convert Recyclable Materials, Reusable Materials or Organics  
273 Materials through sorting, cleansing, treating or reconstituting or use of other methods, for the purpose  
274 of making such material available for Recycling or reuse and/or marketing as a Recyclable or Organic  
275 Material product.
- 276 **“Processing Facility”** means any plant or site used for Processing.
- 277 **“Public Litter Receptacle”** means public Containers distributed on sidewalks, at bus stops, and in other  
278 public places in the City for the Collection of Recyclable Materials and/or Solid Waste from pedestrians.  
279 Containers may provide separate locations for more than one type of Discarded Material (e.g., Solid Waste  
280 and Recyclable Materials).
- 281 **“Public Street”** means all City-owned and maintained paved areas between the normal Curb line of a  
282 roadway, including public parking lots, roadway dividers, and medians.
- 283 **“Rate”** means the maximum amount, expressed as a dollar unit, Contractor may bill a Customer for  
284 providing services under this Agreement. The City authorizes Contractor to bill the initial Rates, as

## EXHIBIT A DEFINITIONS

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285 provided in Exhibit G3, and as annually adjusted as provided in Article 8. A Rate has been established for  
286 each individual Service Level and the initial Rates for Rate Period One are presented in Exhibit G3. The  
287 Rates authorized by City are the maximum Rate that Contractor may charge a Customer; Contractor may,  
288 in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.

289 **“Rate Period”** means a twelve (12) month period, commencing January 1 and concluding December 31,  
290 beginning with January 1, 2020.

291 **“Recyclable Materials or Recyclables”** means those Discarded Materials that: the Generators set out in  
292 Recyclable Containers for Collection for the purpose of Recycling by the Contractor and that exclude  
293 Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is  
294 separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited  
295 to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office  
296 paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard,  
297 paper egg cartons, telephone books, paper grocery bags, colored paper, construction paper, envelopes,  
298 shoe boxes, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with  
299 plastic coating, paper Contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing  
300 paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear,  
301 and green glass bottles and jars); aluminum (including beverage containers); steel, tin or bi-metal cans;  
302 mixed plastics such as plastic containers (no. 1 to 7), except expanded Polystyrene (EPS); bottles including  
303 containers made of HDPE, or PET; and, those materials added by the Contractor from time to time.  
304 Materials in bags may be deemed non-Recyclable Materials.

305 **“Recycle or Recycling”** means the process of sorting, cleansing, treating, and reconstituting at a Recyclable  
306 Materials Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose  
307 of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted  
308 products.

309 **“Residential”** shall mean of, from, or pertaining to a Single-Family Premises including Single-Family  
310 homes, duplexes, triplexes, Townhouse complexes, and mobile home parks.

311 **“Residue”** means those materials which, after Processing, are Disposed rather than Recycled due to either  
312 the lack of markets for materials or the inability of the Processing Facility to capture and recover the  
313 materials.

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

317 **“SB 1016”** means the Solid Waste Per Capita Measurement Act of 2008 (an act to amend Sections 40183,  
318 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, to amend the headings of Article 4  
319 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2  
320 of Division 30 of, to add Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and to repeal  
321 and add Section 41825 of, the Public Resources Code, relating to Solid Waste), also commonly referred to  
322 as “SB 1016,” as amended, supplemented, superseded, and replaced from time to time.

## EXHIBIT A DEFINITIONS

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323 **"SB 1383"** means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6,  
324 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section  
325 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also  
326 commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to  
327 time.

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

329 **"Service Opportunity"** shall mean each individual scheduled opportunity the Contractor has to Collect  
330 from a Container at a Customer's location. For example, a Commercial Customer receiving Recyclable  
331 Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection  
332 service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per  
333 week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service  
334 Opportunities shall be calculated based on the subscription levels presented in Contractor's most recent  
335 Quarterly Report to City.

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

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

352 **"Source Reduction"** means the act of reducing the volume of Discarded Materials generated by Persons  
353 and may involve the Reuse of Discarded Materials.

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

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

359 **"State"** means the State of California.

## EXHIBIT A DEFINITIONS

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

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

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

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

370 **“Townhouse”** means an attached or semi-attached Single-Family Premises within a group of attached or  
371 semi-attached Single-Family Premises, regardless of whether the Premises is billed individually or through  
372 a central account (e.g., homeowner association, property manager), wherein each unit maintains  
373 individual Collection service subscription, does not share Containers with other units, and does not  
374 require Yard Trimmings Collection service, as determined in writing by the City Contract Manager.

375 **“Transfer”** means the act of transferring the materials Collected by Contractor in its route vehicles into  
376 larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

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

379 **“Universal Waste (U-Waste)”** means all wastes as defined by Title 22, Subsections 66273.1 through  
380 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent  
381 light bulbs, mercury switches, and E-Waste.

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

384 **“Yard Trimmings”** means those Discarded Materials that will decompose and/or putrefy, including, but  
385 not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree  
386 trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic  
387 Materials resulting from normal yard and landscaping maintenance that may be specified in City  
388 Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does  
389 not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials.  
390 Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length  
391 and must fit within the Contractor-provided Container.

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**EXHIBIT B:  
DIRECT SERVICES**

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## **EXHIBIT B DIRECT SERVICES**

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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

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### 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

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38	<b>Service Location:</b>	Curbside
39	<b>Acceptable Materials:</b>	Organic Materials (including Yard Trimmings and Food Scraps)
40	<b>Prohibited Materials:</b>	Recyclable Materials, Solid Waste, Excluded Waste
41	<b>Exceptions:</b>	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.
42		
43		
44		
45	<b>Additional Service:</b>	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.
46		
47		
48		
49		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 1240 Navy Drive, 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.
50		
51		
52		
53		
54		
55	<b>Other Requirements:</b>	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.
56		
57		

### 58 **3. Solid Waste Collection**

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

62	<b>Containers:</b>	Carts
63	<b>Container Sizes:</b>	30-, 60-, and 90-gallons (or comparable sizes approved by the City). 64 As requested by Customer. If a selection is not made by Customer, default 65 Container size is 60-gallons.
66	<b>Service Frequency:</b>	One (1) time per week on the same day as Recyclable Materials and Organic 67 Materials Collection service
68	<b>Service Location:</b>	Curbside
69	<b>Acceptable Materials:</b>	Solid Waste
70	<b>Prohibited Materials:</b>	Recyclable Materials, Organic Materials, Excluded Waste
71	<b>Additional Service:</b>	Contractor shall provide additional Solid Waste Carts to Single-Family Customers 72 upon request and may charge the authorized Rate.
73	<b>Other Requirements:</b>	None

## EXHIBIT B1 RESIDENTIAL SERVICES

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74 **4. Included Services**

75 **Extra Service Stickers**

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

84 **Clean Sweep by Appointment Program**

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

88 **Containers:** Not applicable

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

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

91 **Service Location:** Curbside, in front of each individual Premises

92 **Acceptable Materials:** Bulky Items

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

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

103 **Christmas Tree Collection**

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

## EXHIBIT B1 RESIDENTIAL SERVICES

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

### 114 **Leaf Season**

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

### 124 **Street Sweeping**

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

## 126 **5. Additional Services**

### 127 **On-Call Bulky Item Collection**

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

131	<b>Containers:</b>	Not applicable
132	<b>Service Level:</b>	On-call Collection of Bulky Items at authorized Rates; Limit of ten (10) cubic yards
133		per on-call Collection
134	<b>Service Frequency:</b>	Upon Customer request
135	<b>Service Location:</b>	Curbside
136	<b>Acceptable Materials:</b>	Bulky Items
137	<b>Prohibited Materials:</b>	Food Scraps, Hazardous Materials, abandoned automobiles, engine, engine parts,
138		car batteries, trees, dirt, rocks, concrete, loose un-bagged items, Excluded Waste,
139		Infectious Waste, medical waste (e.g., prescription drugs), liquids, appliances or
140		any single item that exceeds two-hundred (200) lbs. in weight, or any other
141		bagged or boxed item that exceeds fifty (50) lbs. in weight.
142	<b>Additional Service:</b>	Not applicable
143	<b>Other Requirements:</b>	Contractor shall provide the service to the Customer within fourteen (14) days of

## **EXHIBIT B1**

### **RESIDENTIAL SERVICES**

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

#### 148 **Alternative Service Location for Disabled Residential Customers**

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

#### 155 **Drop Box Service**

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

#### 161 **Yard Trimmings Service**

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

#### 166 **Overages**

167 If Contractor elects to collect Overages from Residential Customers, as described in Section 4.5.5, it may  
168 charge the Customer the authorized Rate set forth in Exhibit G3. If there have been more than three  
169 instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Recyclable  
170 Materials, or Organic Materials), Contractor may increase the Customer's Service Level (i.e., larger  
171 Container or more frequent service) to mitigate the Overage, and may increase the charge(s) to such  
172 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

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1 **1. Recyclable Materials Collection for Multi-Family Customers**

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

6 **Containers:** Carts, Bins, Drop Boxes, Compactors

7 **Container Sizes:** 30-, 60-, and 90-gallon (or comparable size Carts approved by the City); and 2-,  
8 3-, 4-, 5-, 6-, and 7-cubic yard Bins, as requested by Customer

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

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

13 **Acceptable Materials:** Recyclable Materials

14 **Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste

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

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

26 Contractor shall open and close gates, push and/or pull Containers, lock and  
27 unlock Containers, or perform other services as reasonably necessary to access  
28 and service Containers (additional charge may apply).

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

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

41



## EXHIBIT B2

### MULTI-FAMILY AND COMMERCIAL SERVICES

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82 **3. Solid Waste Collection for Multi-Family Customers**

83 Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time  
84 per week from Multi-Family Customers and Transport all Solid Waste to the Approved or Contingent  
85 Disposal Facility for Disposal.

86 **Containers:** Carts, Bins, Drop Boxes, Compactors

87 **Container Sizes:** 30-, 60-, and 90-gallon (or comparable size Carts approved by the City); and, 2-,  
88 3-, 4-, 5-, 6-, and 7-cubic yard Bins; 2-, 3-, and 4-cubic yard Bin Compactors; and,  
89 10 20-, and 40-cubic yard Drop Boxes or Compactors, as requested by Customer

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

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

94 **Acceptable Materials:** Solid Waste

95 **Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste

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

100 **Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and  
101 unlock Containers, or perform other services as reasonably necessary to access  
102 and service Containers (additional charge may apply).

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

108 **4. Included Services for Multi-Family Customers**

109 **Clean Sweep by Appointment Program for Multi-Family Customers**

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

116 **Containers:** Contractor discretion

117 **Service Level:** Contractor discretion

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

## EXHIBIT B2

### MULTI-FAMILY AND COMMERCIAL SERVICES

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- 119 **Service Location:** Location mutually agreed upon between Contractor and Multi-Family complex  
120 account holder; on-site drop-off points may be used to reduce the amount of  
121 Discarded Material deposited at the Curb.
- 122 **Acceptable Materials:** Bulky Items
- 123 **Prohibited Materials:** Food Scraps, Hazardous Materials, abandoned automobiles, engine, engine parts,  
124 car batteries, trees, dirt, rocks, concrete, loose un-bagged items, Excluded Waste,  
125 Infectious Waste, medical waste (e.g., prescription drugs), liquids, appliances or  
126 any single item that exceeds two-hundred (200) lbs. in weight, or any other  
127 bagged or boxed item that exceeds fifty (50) lbs. in weight.
- 128 **Other Requirements:** Contractor shall provide the service to the Customer within fourteen (14) days of  
129 Customer request, as mutually agreed upon by Customer and Contractor.  
130 Contractor shall make best efforts to Recycle or Divert from Disposal fifty percent  
131 (50%) of all Discarded Materials Collected through the Clean Sweep by  
132 Appointment program.

#### 133 **Christmas Tree Collection for Multi-Family Customers**

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

#### 149 **5. Additional Services for Multi-Family Customers**

##### 150 **On-Call Bulky Item Collection for Multi-Family Customers**

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

153 **Containers:** Contractor discretion

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

## EXHIBIT B2

### MULTI-FAMILY AND COMMERCIAL SERVICES

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- 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 an y 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

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

202 **Other Requirements:** Contractor shall deliver Recyclable Materials Containers to Commercial  
203 Customer.  
204 Contractor shall open and close gates, push and/or pull Containers, lock and  
205 unlock Containers, or perform other services as reasonably necessary to access  
206 and empty Containers (additional charge may apply).

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

212  
213 If the Contractor identifies a Recyclable Materials Container that contains more  
214 than ten percent (10%) by volume of Contamination, Contractor shall comply with  
215 the requirements of Section 4.5.6.

#### 216 **7. Organic Materials Collection for Commercial Customers**

217 Contractor shall Collect Organic Materials placed in Contractor-provided Containers not less than one (1)  
218 time per week from Commercial Customers and Transport all Organic Materials to the Approved or  
219 Contingent Organic Materials Processing Facility for Processing.

220 **Containers:** Carts, Bins, Compactors  
221 **Container Sizes:** 30-, 60-, and 90-gallon (or comparable size Carts approved by the City);  
222 2-, 3-, and 4-cubic yard Bins; and,  
223 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Compactors, as requested by  
224 Customer  
225 **Service Frequency:** Up to six (6) times per week but not less than one (1) time per week, as requested  
226 by Customer.  
227 **Service Location:** Curbside or other Customer-selected service location at the Commercial Premises  
228 **Acceptable Materials:** Organic Materials (including Yard Trimmings and Food Scraps)  
229 **Prohibited Materials:** Recyclable Materials, Solid Waste, Excluded Waste  
230 **Additional Service:** Up to ninety (90) gallons per week of Organic Materials Collection capacity at the  
231 Service Level of the Customer's choosing shall be provided to Commercial  
232 Customers at no additional charge. Contractor shall provide Organic Materials  
233 Collection at Service Levels greater than ninety (90) gallons per week to

## EXHIBIT B2

### MULTI-FAMILY AND COMMERCIAL SERVICES

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

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

243 Contractor shall open and close gates, push and/or pull Containers, lock and  
244 unlock Containers, or perform other services as reasonably necessary to access  
245 and empty Containers (additional charge may apply).

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

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

#### 254 **8. Solid Waste Collection for Commercial Customers**

255 Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time  
256 per week from Commercial Customers and Transport all Solid Waste to the Approved or Contingent  
257 Disposal Facility for Disposal.

258 **Containers:** Carts, Bins, Drop Boxes, Compactors.

259 **Container Sizes:** 30-, 60-, and 90-gallon (or comparable size Carts approved by the City);  
260 2-, 3-, 4-, 5-, 6-, and 7-cubic yard Bins; 2-, 3-, and 4-cubic yard Bin Compactors,  
261 and, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-,  
262 and 40-cubic yard Drop Box Compactors, as requested by Customer

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

265 **Service Location:** Curbside or other Customer-selected service location at the Commercial Premises

266 **Acceptable Materials:** Solid Waste

267 **Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste

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

272 **Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and  
273 unlock Containers, or perform other services as reasonably necessary to access

## EXHIBIT B2

### MULTI-FAMILY AND COMMERCIAL SERVICES

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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

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1     **1.     Downtown Redevelopment Area**

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

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

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

16    For Premises located within the downtown redevelopment area, a Customer for each building(s) shall be  
17    identified as the principle account holder. The principle account holder shall be responsible for remitting  
18    payment to Contractor for applicable Collection services and then allocating the cost among appropriate  
19    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.

## 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.	<b>See City Hall</b>			
Fire Stations	Republic Services	Fire Prevention	345 North El Dorado St.	<b>See City Hall</b>			
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	Dorotha 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

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### 1 **1. Public Litter Receptacles**

2 Contractor shall provide Collection, Transportation, and Processing or Disposal service to up to 75 Public  
3 Litter Receptacles in place or placed by the City on sidewalks, at bus stops, in parks and other City facilities  
4 as set forth in Exhibit B4 during the Term of this Agreement. Frequency of Collection may be designated  
5 by the City, not to exceed six (6) times per week per Public Litter Receptacles. Annually, Contractor shall  
6 replace up to 75 Public Litter Receptacles liners at no cost to City. In the event that Public Litter  
7 Receptacles are designed and able to separately contain Source Separated Recyclable Materials and/or  
8 Source Separated Organic Materials, Contractor shall Process such materials in accordance with Sections  
9 4.1 and 4.2 of the Agreement, and shall not commingle such materials with Solid Waste.

### 10 **2. Community Cleanup Events**

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

### 16 **3. Code Enforcement Cleanups**

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

### 30 **4. Special Events**

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

## EXHIBIT B5 COMMUNITY SERVICES

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

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

45

46 Special event services include:

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

57 **B. Collection Station Monitors.** Upon request, Contractor shall provide up to six (6) Collection  
58 station monitors who shall be present for the duration of each special event. Contractor shall  
59 require Collection station monitors to monitor event Collection stations and educate event  
60 attendees and vendors about what materials are acceptable in each Collection station Cart. The  
61 Contractor shall be responsible for Transporting materials contained in event Collection stations.  
62 Station monitors will also sort materials both at the Collection stations and at the Drop Boxes to  
63 ensure that they are properly separated.

64 **C. Drop Boxes.** Upon request, Contractor shall provide Containers for the aggregation of material  
65 removed from event Collection stations during the course of the event. Contractor shall provide  
66 Containers in sufficient number of appropriate type(s) for the needs of the event as determined  
67 by Contractor in cooperation with the event organizer. Contractor shall service Containers, as  
68 agreed-upon with the event organizer, and deliver Collected materials to the appropriate  
69 Approved or Contingent Facility for Processing and/or Disposal.

70 **D. Public Education Booth.** Upon request of the City Contract Manager, Contractor shall staff a  
71 booth or exhibit at the event for the purpose of educating the public about the services and  
72 programs provided by Contractor under this Agreement and the benefits of Source Reduction,  
73 Reuse, Recycling, and Composting.

74 **E. Reporting.** Within fourteen (14) calendar days of the end of the event, Contractor shall submit a

## EXHIBIT B5 COMMUNITY SERVICES

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75 report to the City Contract Manager and event organizer. The report should include, at a  
76 minimum: the number of event Collection stations deployed at the event, the number of  
77 Collection station monitors, the Tonnage of each material type (i.e., Recyclable Materials, Organic  
78 Materials, and Solid Waste) Collected, and a description of the public education provided at the  
79 event.

### 80 **5. Recycling Drop-Off Events**

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

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

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

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

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

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

## EXHIBIT B5 COMMUNITY SERVICES

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

### 116 **6. Emergency Services**

117 Contractor shall provide emergency services (i.e., special Collections, Transport, Processing and Disposal)  
118 at the request of the City Contract Manager in the event of major accidents, disruptions, or natural  
119 calamities. Contractor shall be capable of providing emergency services within twenty-four (24) hours of  
120 notification by the City Contract Manager or as soon thereafter as is reasonably practical in light of the  
121 circumstances. For any services which exceed the scope of services under this Agreement, Contractor shall  
122 be entitled to compensation at the emergency service Rates authorized under this Agreement. The City  
123 shall have discretion in the method of such compensation between direct payments by the City and  
124 allowing such costs to be considered adjustment of Rates.

### 125 **7. Provision of Compost Product**

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

137 **B. Compost Give-Away Events.** Contractor shall provide an annual total of at least one thousand  
138 (1,000) cubic yards of bulk Compost for City residents to pick up at no additional cost to the City  
139 or Customers at two (2) public Compost give-away events per Agreement Year. The location, date,  
140 and time of such events shall be mutually agreed upon by Contractor and the City Contract  
141 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

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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

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- 36 campaigns and request changes or adaptations to the annual public education plan.
- 37 C. Contractor shall distribute instructional information, public education, and promotion materials  
38 in advance of, and following, commencement of services. This shall entail, at a minimum,  
39 distributing program literature to all Customers at the Commencement of the Agreement as well  
40 as to any new Customer during the Agreement Term. Contractor shall use multiple media sources  
41 including print, radio, television, electronic/social media, and events to highlight new program  
42 offerings. Ongoing sector-specific collateral materials shall be developed and distributed.  
43 Contractor shall submit all draft public education materials to City Contract Manager for review  
44 and approval.
- 45 D. When developing outreach, educational and promotional materials, Contractor shall work with  
46 the City to understand goals and objectives, ensure coordinated messaging, then begin drafting  
47 the content and developing a graphic mock-up. All outreach and educational materials shall be  
48 thematically branded with consistent color, font, look and feel; produced in English and Spanish;  
49 and photo-oriented to appeal to varied language and literacy levels. Materials shall also be made  
50 available in digital form, and shall be printed double-sided on 100% Recycled and Recyclable  
51 paper. Prior to finalizing any collateral materials, and no fewer than four (4) weeks prior to the  
52 deadline for distribution, the draft shall be provided to the City for a final review. The draft shall  
53 then be sent for printing and distribution.
- 54 E. All City facilities shall receive any and all public education and outreach materials and services  
55 provided to the Commercial sector. Contractor shall provide all printed public education materials  
56 to City offices and facilities to have available for the public that visits those facilities and shall  
57 replenish the materials as requested by the City Contract Manager.
- 58 F. Contractor shall develop and utilize Non-Collection Notices, Courtesy Notices, and other  
59 appropriate enforcement processes in clear instances of Customer non-compliance. Contractor  
60 shall develop and maintain a system of keeping records of and following up with Customers who  
61 receive Non-Collection Notices and Courtesy Notices during Collection of materials.
- 62 G. Contractor shall develop a website specific to its operations in the City, with a section specific to  
63 City programs and Customers, that will be used to post educational materials for download,  
64 highlight program successes and provide Diversion statistics.

#### 65 **2. Public Education and Outreach Team**

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

- 70 A. Work to develop partnerships with and incorporate City program and educational activities into  
71 Contractor activities, and vice versa;
- 72 B. Prepare proposals and presentations to City entities;

## EXHIBIT C

### PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

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- 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**

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105 **4. Sector-Specific Activities**

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

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## EXHIBIT C PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

### 1 5. Glossary of Components – Public Outreach Plan

- 2 All printed materials also to be posted to the Company's website. The following general public education and outreach materials shall each be  
3 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	

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# 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 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 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

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1 Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them  
2 to structure reports, as needed. Contractor shall meet with City Contract Manager prior to initiation of  
3 Agreement to finalize report submittal formatting requirements. Contractor may be required to assist City  
4 as provided in Section 4.2.F and Exhibit N (SB 1383 Requirements). Reports are intended to compile  
5 recorded data into useful forms of information that can be used to, among other things:

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

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

### 17 **1. Quarterly Report Content**

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

#### 22 **A. Tonnage Report**

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

## EXHIBIT D

### REPORTING REQUIREMENTS

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33 **B. Revenue Report**

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

36 Provide a list of Customers that are forty five (45) or more calendar days past due and include the following  
37 information for each delinquent account: name; service address; contact information; number of days the  
38 account is delinquent; and method(s) the Contractor has used to attempt collection of the bad debt  
39 including date of such attempt(s).

40 **C. Customer Report**

41 1. Number of Customers by Customer Type.

42 2. Number of Containers at each Service Level by Customer Type and program. Summarizing the  
43 total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop  
44 Box and Compactor service by Customer Type. Report should calculate the average volume of  
45 service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a  
46 duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and, Commercial Customer.

47 3. List of all Commercial and Multi-Family Customers with a Solid Waste Service Level equating to  
48 four (4) cubic yards of service capacity per week or more. Such list shall include each such  
49 Customer's service address and subscribed Solid Waste, Recyclable Materials, and Organic  
50 Materials Service Levels, and other information as required by Section 5.12 of the Agreement.

51 4. Number of Bulky Item/Reusable Materials Collection events by Customer Type.

52 5. Number of Customers subscribing to each City approved service exemption by Customer Type.

53 6. List of properties that do not receive Recyclables and/or Organics Collection service, whether  
54 through exemption or refusal to accept service.

55 **D. City Services Report**

56 1. City facility Diversion rate report (i.e., volume of service by Service Type received by each City  
57 Facility and the percentage of the total Service Levels that are for Diversion services relative to  
58 the total).

59 2. Summary report on the programs offered to City as described in Exhibit B4 focused on when each  
60 service was provided and any issues/concerns identified.

61 **E. Customer Service Report**

62 1. Number of Customer calls listed separately by Complaints and inquiries (where inquiries include  
63 requests for Recycling information, Rate information, etc.). For Complaints, list the number of  
64 calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage  
65 claims, etc.).

66 2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000)  
67 Service Opportunities in the City, presented in a graph format.

## EXHIBIT D

### REPORTING REQUIREMENTS

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- 68 3. Number of missed or incomplete Collections reported in total, and per one thousand (1,000)  
69 Service Opportunities in the City, presented in a graph format, which compares total missed  
70 Collections in the City during the current report period to total missed Collections in the City in  
71 past reporting periods.
- 72 4. Number of new service requests for each Customer Type and program.
- 73 5. Number of events of Discarded Materials being tagged for non-Collection summarized by the  
74 reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials or other  
75 Contamination, improper set-out, Hazardous Waste, etc.).
- 76 6. Number of Courtesy Collections summarized by the reason for leaving a Courtesy Notice (e.g.,  
77 inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste,  
78 etc.).
- 79 7. Upon City request, list of Customers for which Contractor has performed a Courtesy Collection,  
80 including the Customer address, and material type for which the Courtesy Collection was  
81 performed.
- 82 8. Number of hits and unique visitors to the Contractor's website.
- 83 9. Report describing the status of providing City with "read-only" access to Contractor's information  
84 systems, as described in Section 4.10.8.

#### 85 **F. Education and Outreach Report**

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

#### 97 **G. Pilot and New Programs Report**

98 For each pilot and/or new program, provide activity related and narrative reports on goals, milestones,  
99 and accomplishments. Describe problems encountered, actions taken and any recommendations to  
100 facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

#### 101 **H. SB 1383 Status Report**

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

## EXHIBIT D

### REPORTING REQUIREMENTS

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

#### 108 **2. Annual Report Content**

109 The annual report shall be the fourth quarterly report, with annual totals, plus the following additional  
110 information.

##### 111 **A. Summary Assessment**

112 Provide a summary assessment of the programs performed under this Agreement from Contractor's  
113 perspective relative to the financial and physical status of the program. The physical status assessment  
114 shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in  
115 meeting all the goals and objectives of this Agreement, particularly the Contractor's Diversion goals.  
116 Provide recommendations and plans to improve. Highlight significant accomplishments and problems.  
117 Results shall be compared to other similar size communities served by the Contractor in the State.

##### 118 **B. Vehicle Inventory**

119 Provide a listing of all vehicles used in performing services under this Agreement including the license  
120 plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable),  
121 and mileage on December 31 of each year.

##### 122 **C. Recyclables and Organics Markets**

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

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

## **EXHIBIT D REPORTING REQUIREMENTS**

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139 **D. AB 341 and AB 1826 Compliance**

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

144 **E. Street Sweeping**

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

147 **F. Collection Vehicle Painting Schedule**

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

151

152 **G. Performance Status Report**

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

157 **3. Monthly SB 1383 Complaint Report**

158 Contractor shall submit a monthly report to the City no later than the fifth Work Day of each month  
159 documenting the number of Complaints associated with SB 1383 violations, including Customer account  
160 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

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1 Exhibit E Discarded Materials Composition Analysis requires the following:

### 2 **1. Protocol for Discarded Materials Composition Analysis**

#### 3 **A. General**

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

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

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

#### 18 **B. Protocol for Recyclable and Organic Materials Composition Studies**

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

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

## EXHIBIT E

### DISCARDED MATERIALS COMPOSITION ANALYSIS

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- 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
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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

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

9 **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

10

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

- 12 **A.** City has exempted the Customer from Service as provided in Section 1.2 of the Agreement;
- 13 **B.** Contractor documents to the City that the Customer is receiving Recyclable Material and/or  
 14 Organic Material Collection services from a third party as provided in Section 1.2 of the  
 15 Agreement;
- 16 **C.** Contractor notifies the City that the Customer is Diverting all Organic and/or Recyclable Materials  
 17 (that are accepted for Collection by Contractor) through self-hauling (including by a landscaping  
 18 service) or by using another City-approved method, as provided in Section 1.2 of the Agreement;
- 19 **D.** Contractor notifies the City that Contractor has attempted to provide Recyclable Material and/or  
 20 Organic Material Collection services to the Customer and that the Customer refuses to subscribe  
 21 to such service; or,
- 22 **E.** Contractor documents that Customer is sharing Recyclable Materials and/or Organic Materials  
 23 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 Performance Measure	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 Performance Measure	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 Performance Measure	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 Performance Measure	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 Performance Measure	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 Performance Measure	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**

<b>Item</b>	<b>Specific Performance Measure</b>	<b>Definition</b>	<b>Acceptable Performance Level</b>	<b>Liquidated Damage Amount</b>
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**

<b>Item</b>	<b>Specific Performance Measure</b>	<b>Definition</b>	<b>Acceptable Performance Level</b>	<b>Liquidated Damage Amount</b>
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 uncustomary discourteous 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**

<b>Item</b>	<b>Specific Performance Measure</b>	<b>Definition</b>	<b>Acceptable Performance Level</b>	<b>Liquidated Damage Amount</b>
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

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 33.8% 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%.

Proposer Name: USA Waste	
Note to proposer: Input data in yellow shaded areas only.	
<b>A. Primary Contact Information</b>	
1. Name	Joe Cadelago
2. Title	Public Sector Manager
3. Phone	209-200-1747
4. Fax	
5. E-mail	jcadelag@wm.com
<b>B. Support Facilities</b>	
1. Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	1240 Navy Drive, Stockton, CA 95206
2. Address of administrative office	1240 Navy Drive, Stockton, CA 95206
3. Address of billing office	2625 W Grandview Rd, Suite 150, Phoenix, AZ 85023
4. Address of customer service office	1240 Navy Drive, Stockton, CA 95206
<b>C. Vehicle Manufacturer and Specifications (Body Capacity, GVWR, Load Capacity)</b>	
1. Residential Collection Vehicles	Automated Side Load, 40 cy, 60,000, 10 tons
2. Commercial Collection Vehicles	Commercial Front Load, 31 cy, 60,000, 10.5 tons
3. Drop Box Vehicles	Rolloff, 55,000, 11 tons
<b>D. Container Manufacturer, Sizes Offered, and Specifications</b>	
1. Carts	Otto - 30, 60, 90
2. Bins	1 - 7 yds
3. Drop Boxes	10 - 40yds
<b>E. Recyclable Materials Processing and Handling</b>	
1. Name of processing site	East Stockton Recycling
2. Owner's name	
3. Operator's name	
4. Address of processing site	1533 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)	
<b>F. Reusable Materials Handling</b>	
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)	
<b>G. Commercial Organics Processing and Handling</b>	
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)	
<b>H. Street Sweeping</b>	
1. Vehicle Parking Location	
2. Owner's name	
3. Operator's name	
4. Address	
<b>I. Other Processing and Handling</b>	
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

City of Stockton Base Services

Form 2

Operating Statistics  
Proposer Name: USA Waste

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

Per VWA, MF & Commercial Solid Waste and Recycling Cart Service to be collected along with Residential Cart Service.

REPORT FOR 12-MONTH PERIOD From January 1, 2020 to December 31, 2020	Residential Cart Service (Form 6A)			Multi-Family & Commercial Cart Service (Form 6B)			Multi-Family & Commercial Bin Service (Form 6C)			Other Services (Form 6D)			TOTAL
	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Debris Box Service	Street Sweeping	Public Liter Containers	
1 Account Information	40,190	40,527	41,148	401	761	339	1,623	751	35	120			3,517
2 Labor Information													
3 # of regular route personnel	9.0	7.0	6.0			1.0	5.0	2.0	2.0	3.0			2.0
4 Labor hours/day/person	10.0	10.0	10.0			10.0	10.0	10.0	10.0	10.0			9.0
5 Total labor hours/year	23,400	18,200	15,600			2,600	15,000	5,200	5,200	7,800			91,000
6 Route Information													
7 # of routes per													
8 Weekday	8.8	7.1	6.0			1.08	4.92	1.96	1.64	2.71			1.00
9 Saturday							2.00						
10 Sunday													
11 # of persons per route per													
12 Weekday	1.0	1.0	1.0			1.0	1.0	1.0	1.0	1.0			1.0
13 Saturday													
14 Sunday													
15 # of route hours/day/route per													
16 Weekday	10.0	10.0	10.0			10.0	10.0	10.0	10.0	10.0			9.0
17 Saturday							8.0						
18 Sunday													
19 # of route hours per year per:													
20 Weekday	22,987	18,573	15,468			1,687	12,797	5,106	1,711	7,058			2,376
21 Saturday							12,797	5,106	1,711	7,058			2,376
22 Sunday							4,92	1,96	0.82	3.39			1.14
23 Total Route Hours per Year (all routes)	22,987	18,573	15,468			1,687	12,797	5,106	1,711	7,058			2,376
24 # of FTE routes	8.84	7.14	5.95			0.81	4.92	1.96	0.82	3.39			1.14
25 Total # of cart sets per day for all routes													
26 # of cart sets per week for all routes													
27 # of cart sets per week for all routes													
28 # of household drive-by's per wk for all routes													
29 Set out rate (%)													
30 # of lifts or pulls per week for all routes													
31 # of lifts or pulls per year for all routes													
32 # of lifts or pulls per route hour													
33 Vehicle Information													
34 # of regular collection vehicles (from Form 4)	12.0	9.0	11.0			1.0	5.0	5.0	2.0	3.0			2.0
35 # of hard to service collection vehicles (from Form 4)													
36 Total # of collection vehicles	12.0	9.0	11.0			1.0	5.0	5.0	2.0	3.0			2.0
37 Tonnage Information (annual)													
38 Solid Waste Collected	29,938	8,886	18,615			2,831	28,379	4,112	2,310	20,015			560
39 Recyclable Materials Collected										200			35
40 Organic Materials Collected													
41 Reusable Material Collected													
42 Other Materials Collected (Specify)													
43 Total Collected	29,938	8,886	18,615			2,831	28,379	4,112	2,310	20,216			595
44 Processing residue disposed													
45 Net Diverted (line 37 * 33 + 34 + 35 - 37)			18,615			2,831		4,112	2,310				35
46 Projected Diversion Rate													
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NOTE: Republic Services and Waste Management proposed costs that resulted in an increase in Year One revenue requirement (rate revenue) that are 38.4% and 33.6%, respectively above each contractor's revenues under the former agreements. In order to provide unbiased rates Citywide, the parties negotiated a total revenue requirement of 31.63% 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 31.63%.

November 5, 2019

City of Stockton/USA Waste of California, Inc.  
Exhibit G2, Page 2

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 3

Proposed Labor Requirements  
Proposer Name: USA Waste

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	9.0	1.0	10.0	\$26.50	\$13.95
Residential Cart Recyclable Materials	7.0	1.0	8.0	\$26.50	\$13.95
Residential Cart Organic Materials	6.0	1.0	7.0	\$26.50	\$13.95
MF & Commercial Cart Solid Waste	0.0		0.0	\$26.50	\$13.95
MF & Commercial Cart Recyclable Materials	0.0		0.0	\$26.50	\$13.95
MF & Commercial Cart Organic Materials	1.0		1.0	\$26.50	\$13.95
MF & Commercial Bin Solid Waste	5.0	1.0	6.0	\$26.50	\$13.95
MF & Commercial Bin Recyclable Materials	2.0		2.0	\$26.50	\$13.95
MF & Commercial Bin Organic Bin Materials	2.0		2.0	\$26.50	\$13.95
Drop Box Service	3.0		3.0	\$26.50	\$13.95
Street Sweeping	0.0		0.0	\$26.50	\$13.95
Public Litter Containers	0.0		0.0		
Bulky Item Service	2.0		2.0		
<b>Subtotal Route Personnel</b>	<b>37.0</b>	<b>4.0</b>	<b>41.0</b>		
Other Personnel Headcount (include fraction of employee)	Notes	# of Employees	Average Hourly Rate	Benefits Cost/Year/Hour	
Executive Management (CEO, CFO, COO, etc.)		0.1	Note 1		
General Manager		1.0	Note 1		
Operations Manager					
Route Supervisor		3.0	\$31.25	\$12.50	
Dispatcher		3.0		\$0.00	
Container Distribution		2.0		\$0.00	
Container Maintenance/Welder		2.0		\$0.00	
Maintenance Supervisor		1.0		\$0.00	
Maintenance Personnel		8.0		\$0.00	
Controller		1.0	Note 1		
Staff Accountant		1.0	\$29.45	\$11.78	
Office Manager					
Accounting Clerk					
Customer Service Supervisor					
Customer Service Representatives		4.0	\$17.95	\$7.18	
Recycling Manager					
Recycling/Public Education Coordinator		1.0	\$37.02	\$14.81	
Additional Staff required for Monthly Billing by Company (Specify)					
Additional Staff required for Monthly Billing by Company (Specify)					
Additional Staff required for Monthly Billing by Company (Specify)					
Other (specify): _____					
Other (specify): _____					
Other (specify): _____					
<b>Subtotal Other Personnel</b>		<b>27.1</b>			
<b>Total All Personnel</b>		<b>68.1</b>			

Note 1: Extremely confidential

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

Form 4

**Capital Requirements**

**City of Stockton Base Services**

Proposer Name: USA Waste

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 32.63% 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 32.63%.

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		
<b>Vehicles</b>											
Collection Vehicles											
Residential Cart Solid Waste	9		9	3		3	12	0	12	\$4,304,792	\$ 358,732.67
Residential Cart Recyclable Materials	8		8	1		1	9	0	9	\$3,203,788	\$ 355,976.47
Residential Cart Organic Materials	6		6	5		5	11	0	11	\$3,860,142	\$ 350,921.99
MF & Commercial Cart Solid Waste			0			0	0	0	0		N/A
MF & Commercial Cart Recyclable Materials			0			0	0	0	0		N/A
MF & Commercial Cart Organic Materials	1		1			0	1	0	1	\$330,000	\$ 330,000.00
MF & Commercial Bin Solid Waste	5		5			0	5	0	5	\$1,650,000	\$ 330,000.00
MF & Commercial Bin Recyclable Materials	5		5			0	5	0	5	\$660,000	\$ 132,000.00
MF & Commercial Bin Organic Bin Materials	2		2			0	2	0	2	\$860,000	\$ 330,000.00
Bulky Items - flat bed & rearloader			0	2		2	2	0	2	\$55,000	\$ 27,500.00
Debris Box Materials	3		3			0	3	0	3	\$885,000	\$ 295,000.00
Cart Hard to Service Trucks (Solid Waste)			0			0	0	0	0		N/A
Cart Hard to Service Trucks (Recyclable Materials)			0			0	0	0	0		N/A
Cart Hard to Service Trucks (Organic Materials)			0			0	0	0	0		N/A
<b>Subtotal</b>	<b>39</b>	<b>0.00</b>	<b>39</b>	<b>11</b>	<b>0</b>	<b>11</b>	<b>50</b>	<b>0</b>	<b>50</b>	<b>\$15,608,722</b>	
Other Vehicles											
Pickup Trucks			0			0	0	0	0		N/A
Container Distribution			0			0	0	0	0		N/A
Mobile Service Truck			0			0	0	0	0		N/A
Public Litter			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	
<b>Total Vehicle Cost</b>										<b>\$15,608,722</b>	
<b>Containers</b>											
<b>Carts</b>											
Solid Waste 30-gallon	21,920		21,920	19,062		19,062	40,982	-	40,982	\$1,489,872	\$ 36.35
Solid Waste 60-gallon	18,960		18,960	16,483		16,483	35,443	-	35,443	\$1,268,015	\$ 35.80
Solid Waste 90-gallon	6,710		6,710	5,833		5,833	12,543	-	12,543	\$522,728	\$ 41.67
Recyclable Material 60-gallon	51,650		51,650	44,917		44,917	96,567	-	96,567	\$3,457,162	\$ 35.80
Recyclable Material 90-gallon			-			-	-	-	-		N/A
Organic Materials 60-gallon	2,368		2,368			-	2,368	-	2,368	\$120,781	\$ 51.01
Organic Materials 90-gallon	47,320		47,320	41,148		41,148	88,468	-	88,468	\$3,686,646	\$ 41.67
<b>Subtotal</b>	<b>148,928</b>	<b>0</b>	<b>148,928</b>	<b>127,443</b>	<b>0</b>	<b>127,443</b>	<b>276,371</b>	<b>0</b>	<b>276,371</b>	<b>\$10,546,204</b>	
<b>Bins</b>											
1 cubic yard			0	216		216	216	0	216	\$98,717	\$ 457.03
1.5 cubic yards			0			0	0	0	0		N/A
2 cubic yards	526		526	670		670	1,196	-	1,196	\$681,846	\$ 570.11
3 cubic yards	150		150	498		498	648	-	648	\$437,612	\$ 675.33
4 cubic yards	350		350	1,169		1,168	1,518	-	1,518	\$1,181,049	\$ 778.03
5 cubic yards			0	79		79	79	0	79	\$67,705	\$ 857.03
6 cubic yards	50		50	175		175	225	0	225	\$221,089	\$ 982.62
7 cubic yards			0			0	0	0	0		N/A
<b>Subtotal</b>	<b>1,076</b>	<b>-</b>	<b>1,076</b>	<b>2,806</b>	<b>-</b>	<b>2,806</b>	<b>3,882</b>	<b>-</b>	<b>3,882</b>	<b>\$2,688,018</b>	
<b>Drop Boxes</b>											
20 cubic yards	20		20	40		40	60	0	60	\$276,045	\$ 4,600.75
30 cubic yards	20		20	35		35	55	0	55	\$914,057	\$ 5,710.13
40 cubic yards	50		50	120		120	170	0	170	\$1,066,443	\$ 6,273.19
<b>Subtotal</b>	<b>90</b>	<b>0</b>	<b>90</b>	<b>195</b>	<b>0</b>	<b>195</b>	<b>285</b>	<b>0</b>	<b>285</b>	<b>\$1,656,545</b>	
Public Litter Container			0			0	0	0	0		N/A
Other (specify):			0			0	0	0	0		N/A
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	
<b>Total Container Cost</b>										<b>\$14,890,768</b>	
<b>Other</b>											
Offices	New Admin Building										\$1,500,000
Processing Site(s)											
Transfer Station											
Corporation Yard/Maintenance											
Container Storage Yard											
Shop Equipment	New Shop (CNG Compliant)										\$3,500,000
Fueling Equipment	CNG Fueling Station										\$3,500,000
Computer and Office Equipment											
Billing Related Start-Up											
Other (specify):	Stormwater Improvements										\$3,500,000
Other (specify):											
<b>Total Other Cost</b>										<b>\$12,000,000</b>	
<b>Total Capital Cost</b>										<b>\$42,499,490</b>	

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 5

Summary of Proposed Costs  
Proposer Name: USA Waste

City of Stockton Base Services

**Note to proposer: No data input required on this Form 5; costs are pulled automatically from Forms 6A through 6D.**

RATE PERIOD 1 (in 2020\$) From January 1, 2020 to December 31, 2020	Residential Cart Service (Form 6A)			Multi-Family & Commercial Bin Service (Form 6B)			Multi-Family & Commercial Bin Service (Form 6C)			Other Services (Form 6D)				TOTAL
	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Solid Waste	Recyclable Materials	Organic Materials	Debris Box Service	Street Sweeping	Public Litter Containers	Bulky Items	
<b>Cost of Operations</b>														
Labor-Related Costs	\$1,149,421	\$926,847	\$773,446	\$0	\$0	\$84,384	\$572,217	\$226,462	\$76,996	\$59,711	\$1,183,257	\$45,816	\$112,695	\$5,509,159
Vehicle-Related Costs	\$216,926	\$175,266	\$145,988	\$0	\$0	\$16,404	\$102,881	\$42,073	\$18,116	\$65,282	\$0	\$0	\$72,179	\$805,015
Fuel Costs	\$199,830	\$161,461	\$134,478	\$0	\$0	\$14,665	\$105,964	\$42,278	\$14,871	\$58,437	\$0	\$0	\$19,671	\$751,645
Other Costs	\$68,333	\$56,004	\$39,207	\$0	\$0	\$552	\$30,811	\$14,289	\$831	\$21,136	\$0	\$0	\$7,186	\$239,328
Direct Depreciation	\$40,567	\$37,787	\$309,618	\$0	\$0	\$50,764	\$173,566	\$82,390	\$94,755	\$84,325	\$0	\$0	\$0	\$1,836,891
Total Allocated Costs - Labor, Vehicle, Fuel & Other	\$1,585,955	\$1,242,922	\$1,006,054	\$0	\$0	\$106,022	\$771,722	\$315,723	\$36,898	\$336,913	\$0	\$0	\$44,525	\$4,452,464
Total Allocated Costs - Depreciation & Start-Up	\$495,619	\$224,084	\$11,927	\$0	\$0	\$11,927	\$242,654	\$100,217	\$11,589	\$105,956	\$0	\$0	\$14,000	\$1,400,000
<b>Total Cost of Operations</b>	\$2,081,574	\$1,467,006	\$1,017,981	\$0	\$0	\$117,949	\$1,014,376	\$415,940	\$48,487	\$442,869	\$0	\$0	\$58,525	\$5,852,464
Profit	\$610,995	\$384,283	\$325,549	\$0	\$0	\$31,694	\$256,005	\$122,622	\$37,591	\$151,823	\$0	\$0	\$32,596	\$1,999,138
<b>Pass-Through Costs</b>														
Disposal Cost	\$1,563,487	\$0	\$0	\$0	\$0	\$0	\$1,532,455	\$0	\$0	\$14,320,181	\$0	\$0	\$36,937	\$4,453,050
Net Recyclables/Reusables Processing Costs	\$0	\$953,046	\$0	\$0	\$0	\$0	\$0	\$431,756	\$0	\$21,016	\$0	\$0	\$3,675	\$1,389,494
Organics Processing Costs	\$0	\$0	\$512,157	\$0	\$0	\$580,437	\$0	\$0	\$473,600	\$0	\$0	\$0	\$0	\$1,666,194
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Direct Lease Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Allocated Costs - Lease	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Pass-Through Costs</b>	\$1,563,487	\$953,046	\$512,157	\$0	\$0	\$580,437	\$1,532,455	\$431,756	\$473,600	\$1,341,197	\$0	\$0	\$40,612	\$7,506,748
<b>Total Costs before Fees*</b>	\$6,307,223	\$5,913,480	\$3,137,060	\$0	\$0	\$526,248	\$3,826,215	\$1,382,791	\$765,146	\$2,518,711	\$1,183,257	\$45,816	\$293,474	\$24,156,402
<b>Fees</b>														
Franchise Fee	\$1,647,646	\$1,023,132	\$820,147	\$0	\$0	\$216,013	\$1,000,841	\$361,514	\$200,038	\$658,486	\$309,348	\$11,978	\$76,712	\$6,325,857
Diversion Programs & Contract Management Fee	\$286,338	\$179,048	\$143,526	\$0	\$0	\$7,802	\$175,147	\$69,265	\$95,007	\$115,235	\$54,136	\$2,096	\$13,425	\$1,107,025
<b>Total Fees</b>	\$1,933,984	\$1,202,180	\$963,673	\$0	\$0	\$223,815	\$1,175,988	\$420,779	\$295,045	\$773,722	\$363,484	\$14,074	\$90,137	\$7,432,882
<b>Total Proposed Costs</b>	\$8,236,204	\$5,115,660	\$4,100,733	\$0	\$0	\$1,080,063	\$5,004,203	\$1,807,570	\$1,000,191	\$3,292,432	\$1,546,741	\$59,890	\$383,561	\$31,629,284

*Note: WMA of its own volition took no profit on street sweeping and public litter container costs, and included the costs of MFD and commercial cart service in the cost for SFD cart service.*

*NOTE: Republic Services and Waste Management proposed costs that resulted in an increase in Year One revenue requirement (rate revenue) that are 36.8% 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%.*

November 5, 2019

City of Stockton/USA Waste of California, Inc.

Exhibit G2, Page 5

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 6

Collection Cost Proposal

City of Stockton Base Services

Proposer Name: USA Waste

**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%.

**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
<b>Labor-Related Costs (include regular &amp; pool personnel)</b>	
Regular Wages	\$1,949,915
Overtime Wages	\$732,564
Holiday Wages	\$0
Vacation Wages	\$345,336
Sick Leave Wages	\$0
Workers Compensation Insurance Premiums	\$0
Workers Compensation Claims	\$79,778
Health & Welfare	\$0
Pension/ Retirement Benefits	\$915,849
Payroll Taxes	\$256,638
Other (Please List)	\$1,229,073
<b>Total Labor Related-Costs</b>	<b>\$5,509,153</b>
<b>Vehicle-Related Costs (do not include depreciation)</b>	
Tires & Tubes	\$202,498
Parts & Supplies (fluid, oil, etc.)	\$488,889
Taxes & Licenses	\$113,628
Shop Rent	\$0
<b>Total Vehicle-Related Costs</b>	<b>\$805,015</b>
Fuel Costs	\$751,645
<b>Other Costs</b>	
Liability & Property Damage Insurance	\$0
Equipment Insurance	\$239,328
Training & Safety Programs	\$0
Uniforms	\$0
Other (Please List)	\$0
Other Union Employee Benefits	\$0
<b>Total Other Costs</b>	<b>\$239,328</b>
<b>Direct Depreciation</b>	
Container Depreciation	\$315,700
Route Vehicle Depreciation	\$1,221,191
Other Depreciation	\$0
<b>Total Direct Depreciation</b>	<b>\$1,536,891</b>

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 6

**Collection Cost Proposal**

City of Stockton Base Services

**Proposer Name: USA Waste**

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%.

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

	Rate Period One January 1, 2020 through December 31, 2020
<b>SUMMARY (Total Costs from Forms 6A through 6D)</b>	
<b>Allocated Costs - Labor, Vehicle, Fuel &amp; Other Costs</b>	
From General and Administrative (6E)	\$2,386,771
From Vehicle Maintenance (6E)	\$1,140,818
From Container Maintenance (6E)	\$794,489
From Monthly Billing (6E)	\$130,387
<b>Total Allocated Costs - Labor, Vehicle, Fuel &amp; Other Costs</b>	<b>\$4,452,464</b>
<b>Allocated Costs - Depreciation and Start-Up Costs</b>	
From General and Administrative (6E)	\$1,400,000
From Vehicle Maintenance (6E)	\$0
From Container Maintenance (6E)	\$0
From Monthly Billing (6E)	\$0
<b>Total Allocated Costs - Depreciation and Start-Up Costs</b>	<b>\$1,400,000</b>
<b>Total Cost of Operations</b>	<b>\$14,694,496</b>
Profit (% Operating Ratio; i.e. 95%):	87 % <span style="margin-left: 20px;">\$1,993,158</span>
<b>Pass-Through Costs</b>	
Disposal Cost	\$4,453,060
Governmental Fees	\$0
<b>Total Disposal Cost</b>	<b>\$4,453,060</b>
<b>Net Recyclables/Reusables Processing Costs</b>	
Recyclables Processing Costs	\$1,389,494
Reusable Materials Handling Costs	\$0
Governmental Fees	\$0
Other Processing Costs: _____ (specify)	\$0
<b>Total Net Processing Costs</b>	<b>\$1,389,494</b>
<b>Organics Processing Costs</b>	\$1,666,194
Governmental Fees	\$0
<b>Total Organics Processing Cost</b>	<b>\$1,666,194</b>
<b>Interest Expense</b>	<b>\$0</b>
<b>Direct Lease Costs</b>	
Route Vehicles	\$0
Other (Please List)	\$0
<b>Total Direct Lease Costs</b>	<b>\$0</b>
<b>Allocated Lease Costs</b>	
From General and Administrative (6E)	\$0
From Vehicle Maintenance (6E)	\$0
From Container Maintenance (6E)	\$0
From Monthly Billing (6E)	\$0
<b>Total Allocated Lease Costs</b>	<b>\$0</b>
<b>Total Pass-Through Costs</b>	<b>\$7,508,748</b>
<b>Total Cost Before Fees</b>	<b>\$24,196,402</b>
<b>Fees</b>	
Franchise Fee	20.0% <span style="margin-left: 20px;">\$6,325,857</span>
Diversion Programs & Contract Management Fee	3.50% <span style="margin-left: 20px;">\$1,107,025</span>
<b>Total Fees</b>	<b>\$7,432,882</b>
<b>Total Proposed Cost</b>	<b>\$31,629,284</b>
<small>Note: WM of its own volition took no profit on street sweeping and public litter container costs, and included the costs of MFD and commercial cart service in the cost for SFD cart service.</small>	

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information

Form 6A

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

	Rate Period One			
	From January 1, 2020 through December 31, 2020			
RESIDENTIAL CART COSTS	Solid Waste	Recyclable Materials	Organic Materials	Subtotal
<b>Labor-Related Costs (include regular &amp; pool personnel)</b>				
Regular Wages	\$511,584	\$413,203	\$344,362	\$1,269,150
Overtime Wages	\$191,951	\$155,324	\$129,047	\$476,323
Holiday Wages				\$0
Vacation Wages	\$100,621	\$81,312	\$67,708	\$249,641
Sick Leave Wages				\$0
Workers Compensation Insurance Premiums				\$0
Workers Compensation Claims	\$11,700	\$9,455	\$7,873	\$29,028
Health & Welfare				\$0
Pension/ Retirement Benefits	\$265,211	\$214,317	\$178,461	\$657,988
Payroll Taxes	\$68,353	\$55,236	\$45,995	\$169,585
Other (Please List)				\$0
<b>Total Labor Related-Costs</b>	<b>\$1,149,421</b>	<b>\$928,847</b>	<b>\$773,446</b>	<b>\$2,851,715</b>
<b>Vehicle-Related Costs (do not include depreciation)</b>				
Tires & Tubes	\$54,073	\$43,690.85	\$36,389	\$134,154
Parts & Supplies (fluid, oil, etc.)	\$132,779	\$107,284	\$89,355	\$329,419
Taxes & Licenses	\$30,074	\$24,290.30	\$20,243	\$74,607
Shop Rent				\$0
<b>Total Vehicle-Related Costs</b>	<b>\$216,926</b>	<b>\$175,266</b>	<b>\$145,988</b>	<b>\$538,180</b>
<b>Fuel Costs</b>	<b>\$199,830</b>	<b>\$1,61,460.78</b>	<b>\$134,478</b>	<b>\$495,768</b>
<b>Other Costs</b>				
Liability & Property Damage Insurance				\$0
Equipment Insurance	\$69,333	\$56,004.08	\$39,207	\$164,544
Training & Safety Programs				\$0
Uniforms				\$0
Other Operating Costs				\$0
Other Union Employee Benefits				\$0
<b>Total Other Costs</b>	<b>\$69,333</b>	<b>\$56,004</b>	<b>\$39,207</b>	<b>\$164,544</b>
<b>Direct Depreciation</b>				
Container Depreciation	\$92,392	\$75,425.92	\$115,890	\$283,709
Route Vehicle Depreciation	\$311,295	\$262,361	\$193,728	\$767,383
Other Depreciation				\$0
<b>Total Direct Depreciation</b>	<b>\$403,687</b>	<b>\$337,787</b>	<b>\$309,618</b>	<b>\$1,051,092</b>
<b>Allocated Costs - Labor, Vehicle, Fuel &amp; Other Costs</b>				
From General and Administrative (6E)	\$851,769	\$382,043	\$324,879	\$1,558,691
From Vehicle Maintenance (6E)	\$407,125	\$182,607	\$155,284	\$745,016
From Container Maintenance (6E)	\$283,530	\$127,171	\$108,143	\$518,844
From Monthly Billing (6E)	\$46,531	\$20,871	\$17,748	\$85,150
<b>Total Allocated Costs - Labor, Vehicle, Fuel &amp; Other Costs</b>	<b>\$1,588,955</b>	<b>\$712,692</b>	<b>\$606,054</b>	<b>\$2,907,701</b>
<b>Allocated Costs - Depreciation and Start-Up Costs</b>				
From General and Administrative (6E)	\$499,619	\$224,094	\$190,563	\$914,276
From Vehicle Maintenance (6E)	\$0	\$0	\$0	\$0
From Container Maintenance (6E)	\$0	\$0	\$0	\$0
From Monthly Billing (6E)	\$0	\$0	\$0	\$0
<b>Total Allocated Costs - Depreciation and Start-Up Costs</b>	<b>\$499,619</b>	<b>\$224,094</b>	<b>\$190,563</b>	<b>\$914,276</b>
<b>Total Cost of Operations</b>	<b>\$4,127,771</b>	<b>\$2,596,151</b>	<b>\$2,199,354</b>	<b>\$8,923,276</b>
Profit (Enter % Operating Ratio; i.e. 95%):	87 %	\$610,995	\$384,283	\$325,549
		\$1,320,827		

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information

Form 6A

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

		Rate Period One From January 1, 2020 through December 31, 2020			
		Solid Waste	Recyclable Materials	Organic Materials	Subtotal
<b>RESIDENTIAL CART COSTS</b>					
<b>Pass-Through Costs</b>					
	per ton				
Disposal Cost	\$54	\$1,563,487	\$0	\$0	\$1,563,487
Governmental Fees		\$0	\$0	\$0	\$0
<b>Total Disposal Cost</b>		<b>\$1,563,487</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,563,487</b>
<b>Net Recyclables/Reusables Processing Costs</b>					
	per ton				
Recyclables Processing Costs	\$105	\$0	\$933,046	\$0	\$933,046
Reusable Materials Handling Costs		\$0	\$0	\$0	\$0
Governmental Fees		\$0	\$0	\$0	\$0
Other Processing Costs: _____ (specify)		\$0	\$0	\$0	\$0
<b>Total Net Processing Costs</b>		<b>\$0</b>	<b>\$933,046</b>	<b>\$0</b>	<b>\$933,046</b>
<b>Organics Processing Costs</b>					
	per ton				
Organics Processing Costs	\$33	\$0	\$0	\$612,157	\$612,157
Governmental Fees		\$0	\$0	\$0	\$0
<b>Total Organics Processing Cost</b>		<b>\$0</b>	<b>\$0</b>	<b>\$612,157</b>	<b>\$612,157</b>
<b>Interest Expense</b>					
					\$0
<b>Direct Lease Costs</b>					
Route Vehicles					\$0
Other (Please List)					\$0
<b>Total Direct Lease Costs</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Allocated Lease Costs</b>					
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
<b>Total Allocated Lease Costs</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Pass-Through Costs</b>		<b>\$1,563,487</b>	<b>\$933,046</b>	<b>\$612,157</b>	<b>\$3,108,690</b>
<b>Total Cost</b>		<b>\$6,302,253</b>	<b>\$3,913,480</b>	<b>\$3,137,060</b>	<b>\$13,352,794</b>

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information

Form 6B

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

	Rate Period One From January 1, 2020 through December 31, 2020			
	Solid Waste	Recyclable Materials	Organic Materials	Subtotal
<b>MULTI-FAMILY &amp; COMMERCIAL CART COSTS</b>				
Labor-Related Costs (include regular & pool personnel)				
Regular Wages			\$37,504	\$37,504
Overtime Wages			\$14,146	\$14,146
Holiday Wages				\$0
Vacation Wages			\$7,387	\$7,387
Sick Leave Wages				\$0
Workers Compensation Insurance Premiums				\$0
Workers Compensation Claims			\$859	\$859
Health & Welfare				\$0
Pension/ Retirement Benefits			\$19,470	\$19,470
Payroll Taxes			\$5,018	\$5,018
Other (Please List)			\$0	\$0
Total Labor Related-Costs	\$0	\$0	\$84,384	\$84,384
Vehicle-Related Costs (do not include depreciation)				
Tires & Tubes			\$3,968	\$3,968
Parts & Supplies (fluid, oil, etc.)			\$10,231	\$10,231
Taxes & Licenses			\$2,205	\$2,205
Shop Rent			\$0	\$0
Total Vehicle-Related Costs	\$0	\$0	\$16,404	\$16,404
Fuel Costs			\$14,665	\$14,665
Other Costs				
Liability & Property Damage Insurance			\$0	\$0
Equipment Insurance			\$552	\$552
Training & Safety Programs			\$0	\$0
Uniforms			\$0	\$0
Other Operating Costs			\$0	\$0
Other Union Employee Benefits			\$0	\$0
Total Other Costs	\$0	\$0	\$552	\$552
Direct Depreciation				
Container Depreciation			\$9,514	\$9,514
Route Vehicle Depreciation			\$41,250	\$41,250
Other Depreciation				\$0
Total Direct Depreciation	\$0	\$0	\$50,764	\$50,764
Allocated Costs - Labor, Vehicle, Fuel & Other Costs				
From General and Administrative (6E)	\$0	\$0	\$19,310	\$19,310
From Vehicle Maintenance (6E)	\$0	\$0	\$9,230	\$9,230
From Container Maintenance (6E)	\$0	\$0	\$6,428	\$6,428
From Monthly Billing (6E)	\$0	\$0	\$1,055	\$1,055
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	\$0	\$0	\$36,022	\$36,022
Allocated Costs - Depreciation and Start-Up Costs				
From General and Administrative (6E)	\$0	\$0	\$11,327	\$11,327
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 Costs - Depreciation and Start-Up Costs	\$0	\$0	\$11,327	\$11,327
Total Cost of Operations	\$0	\$0	\$214,117	\$214,117
Profit (Enter % Operating Ratio; i.e. 95%):	87 %		\$31,694	\$31,694

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information

Form 6B

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

		Rate Period One From January 1, 2020 through December 31, 2020			
		Solid Waste	Recyclable Materials	Organic Materials	Subtotal
<b>MULTI-FAMILY &amp; COMMERCIAL CART COSTS</b>					
Pass-Through Costs		per ton			
Disposal Cost		\$0	\$0	\$0	\$0
Governmental Fees		\$0	\$0	\$0	\$0
Total Disposal Cost		\$0	\$0	\$0	\$0
Net Recyclables/Reusables Processing Costs		per ton			
Recyclables Processing Costs		\$0	\$0	\$0	\$0
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	\$0	\$0	\$0
Organics Processing Costs		per ton			
Organics Processing Costs	\$205.00	\$0	\$0	\$580,437	\$580,437
Governmental Fees		\$0	\$0	\$0	\$0
Total Organics Processing Cost		\$0	\$0	\$580,437	\$580,437
Interest Expense					\$0
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		\$0	\$0	\$580,437	\$580,437
Total Cost		\$0	\$0	\$826,248	\$826,248

## EXHIBIT G2 COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information

Form 6C

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

	Rate Period One			
	From January 1, 2020 through December 31, 2020			
MULTI-FAMILY & COMMERCIAL BIN COSTS	Solid Waste	Recyclable Materials	Organic Materials	Subtotal
<b>Labor-Related Costs (include regular &amp; pool personnel)</b>				
Regular Wages	\$284,728	\$113,428	\$37,964	\$436,120
Overtime Wages	\$106,999	\$42,971	\$14,447	\$164,417
Holiday Wages				\$0
Vacation Wages	\$38,211	\$15,256	\$5,368	\$58,835
Sick Leave Wages				\$0
Workers Compensation Insurance Premiums				\$0
Workers Compensation Claims	\$5,990	\$2,391	\$841	\$9,222
Health & Welfare				\$0
Pension/ Retirement Benefits	\$99,789	\$39,841	\$13,410	\$153,040
Payroll Taxes	\$36,502	\$14,574	\$4,905	\$55,981
Other (Please List)				\$0
<b>Total Labor Related-Costs</b>	<b>\$572,217</b>	<b>\$228,462</b>	<b>\$76,936</b>	<b>\$877,615</b>
<b>Vehicle-Related Costs (do not include depreciation)</b>				
Tires & Tubes	\$29,522	\$11,780	\$4,144	\$45,445
Parts & Supplies (fluid, oil, etc.)	\$60,138	\$23,996	\$8,441	\$92,575
Taxes & Licenses	\$13,171	\$6,297	\$5,532	\$25,000
Shop Rent				\$0
<b>Total Vehicle-Related Costs</b>	<b>\$102,831</b>	<b>\$42,073</b>	<b>\$18,116</b>	<b>\$163,020</b>
<b>Fuel Costs</b>	<b>\$105,954</b>	<b>\$42,278</b>	<b>\$14,871</b>	<b>\$163,104</b>
<b>Other Costs</b>				
Liability & Property Damage Insurance				\$0
Equipment Insurance	\$30,811	\$14,269	\$831	\$45,910
Training & Safety Programs				\$0
Uniforms				\$0
Other Operating Costs				\$0
Other Union Employee Benefits				\$0
<b>Total Other Costs</b>	<b>\$30,811</b>	<b>\$14,269</b>	<b>\$831</b>	<b>\$45,910</b>

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Detailed Collection Cost Proposal Information

Form 6C

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

	Rate Period One			
	From January 1, 2020 through December 31, 2020			
MULTI-FAMILY & COMMERCIAL BIN COSTS	Solid Waste	Recyclable Materials	Organic Materials	Subtotal
Direct Depreciation				
Container Depreciation	\$4,441	\$1,540	\$12,255	\$18,236
Route Vehicle Depreciation	\$169,125	\$80,850	\$82,500	\$332,475
Other Depreciation				\$0
Total Direct Depreciation	\$173,566	\$82,390	\$94,755	\$350,711
Allocated Costs - Labor, Vehicle, Fuel & Other Costs				
From General and Administrative (6E)	\$413,686	\$170,854	\$19,758	\$604,298
From Vehicle Maintenance (6E)	\$197,732	\$81,664	\$9,444	\$288,839
From Container Maintenance (6E)	\$137,704	\$56,872	\$6,577	\$201,154
From Monthly Billing (6E)	\$22,599	\$9,334	\$1,079	\$33,012
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	\$771,722	\$318,723	\$36,858	\$1,127,303
Allocated Costs - Depreciation and Start-Up Costs				
From General and Administrative (6E)	\$242,654	\$100,217	\$11,589	\$354,461
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 Costs - Depreciation and Start-Up Costs	\$242,654	\$100,217	\$11,589	\$354,461
Total Cost of Operations	\$1,999,755	\$828,412	\$253,955	\$3,082,123
Profit (Enter % Operating Ratio; i.e. 95%):	87 %	\$296,005	\$122,622	\$37,591
Pass-Through Costs	per ton			
Disposal Cost	\$54	\$1,532,455	\$0	\$1,532,455
Governmental Fees		\$0	\$0	\$0
Total Disposal Cost		\$1,532,455	\$0	\$1,532,455
Net Recyclables/Reusables Processing Costs	per ton			
Recyclables Processing Costs	\$105	\$0	\$431,756	\$431,756
Reusable Materials Handling Costs		\$0	\$0	\$0
Governmental Fees		\$0	\$0	\$0
Other Processing Costs: _____ (specify)		\$0	\$0	\$0
Total Net Processing Costs		\$0	\$431,756	\$431,756
Organics Processing Costs	per ton			
Governmental Fees	\$205.00	\$0	\$473,600	\$473,600
Total Organics Processing Cost		\$0	\$473,600	\$473,600
Interest Expense				\$0
Direct Lease Costs				
Route Vehicles				\$0
Other (Please List)				\$0
Total Direct Lease Costs		\$0	\$0	\$0
Allocated Lease Costs				
From General and Administrative (6E)		\$0	\$0	\$0
From Vehicle Maintenance (6E)		\$0	\$0	\$0
From Container Maintenance (6E)		\$0	\$0	\$0
From Monthly Billing (6E)		\$0	\$0	\$0
Total Allocated Lease Costs		\$0	\$0	\$0
Total Pass-Through Costs		\$1,532,455	\$431,756	\$473,600
Total Cost		\$3,828,215	\$1,382,791	\$765,146
				\$5,976,152

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 6D

Detailed Collection Cost Proposal Information

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

		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)	\$180,604	\$0	\$0	\$23,868	\$204,472
	From Vehicle Maintenance (6E)	\$86,324	\$0	\$0	\$11,408	\$97,733
	From Container Maintenance (6E)	\$60,118	\$0	\$0	\$7,945	\$68,063
	From Monthly Billing (6E)	\$9,866	\$0	\$0	\$1,304	\$11,170
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		\$336,913	\$0	\$0	\$44,525	\$381,438
Allocated Costs - Depreciation and Start-Up Costs						
	From General and Administrative (6E)	\$105,936	\$0	\$0	\$14,000	\$119,936
	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 Costs - Depreciation and Start-Up Costs		\$105,936	\$0	\$0	\$14,000	\$119,936
Total Cost of Operations		\$1,025,690	\$1,183,257	\$45,816	\$220,216	\$2,474,979
Profit (Enter % Operating Ratio; i.e. 95%):		87 %				
		\$151,823			\$32,596	\$184,420
Pass-Through Costs						
	Disposal Cost <span style="float: right;">per ton</span>	\$66				
	Governmental Fees	\$1,320,181	\$0	\$0	\$36,937	\$1,357,118
	Total Disposal Cost	\$0	\$0	\$0	\$0	\$0
		\$1,320,181	\$0	\$0	\$36,937	\$1,357,118
Net Recyclables/Reusables Processing Costs						
	Recyclables Processing Costs <span style="float: right;">per ton</span>	105				
	Reusable Materials Handling Costs	\$21,016	\$0	\$0	\$3,675	\$24,691
	Governmental Fees	\$0	\$0	\$0	\$0	\$0
	Other Processing Costs: _____ (specify)	\$0	\$0	\$0	\$0	\$0
Total Net Processing Costs		\$21,016	\$0	\$0	\$3,675	\$24,691
Organics Processing Costs						
	Organics Processing Costs <span style="float: right;">per ton</span>	41				
	Governmental Fees	\$0	\$0	\$0	\$0	\$0
	Total Organics Processing Cost	\$0	\$0	\$0	\$0	\$0
Interest Expense						\$0
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		\$1,341,197	\$0	\$0	\$40,612	\$1,381,809
Total Cost		\$2,518,711	\$1,183,257	\$45,816	\$293,424	\$4,041,208

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 6E

**Detailed Collection Cost Proposal Information**

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

PROPOSED ALLOCATED COST	Rate Period One				Subtotal
	From January 1, 2020 through December 31, 2020				
	Operations & G&A	Vehicle Maintenance	Container Maintenance	Resl Quarterly Billing	
<b>Labor-Related Costs (include non-route personnel only)</b>					
Regular Wages	\$642,992	\$499,059	\$222,048		\$1,364,099
Overtime Wages		\$5,287	\$85,169		\$90,456
Holiday Wages	\$27,910	\$21,662	\$9,905		\$59,477
Vacation Wages	\$66,109	\$51,310	\$24,646		\$142,065
Sick Leave Wages					\$0
Workers Compensation Insurance Premiums	\$12,860	\$10,189	\$5,928		\$28,976
Workers Compensation Claims					\$0
Health & Welfare	\$77,159	\$141,356	\$85,559		\$304,074
Pension/ Retirement Benefits	\$19,290	\$56,909	\$32,445		\$108,645
Payroll Taxes	\$79,590	\$61,774	\$34,161		\$175,526
Other (Please List)	\$68,285	\$52,999	\$18,952		\$140,236
<b>Total Labor Related-Costs</b>	<b>\$994,194</b>	<b>\$900,545</b>	<b>\$518,814</b>	<b>\$0</b>	<b>\$2,413,553</b>
<b>Vehicle-Related Costs</b>					
Tires & Tubes			\$1,326		\$1,326
Parts & Supplies (fluid, oil, etc.)	\$15,984		\$222,906		\$238,890
Taxes & Licenses					\$0
Other (Please List)					\$0
<b>Total Vehicle-Related Costs</b>	<b>\$15,984</b>	<b>\$0</b>	<b>\$224,232</b>	<b>\$0</b>	<b>\$240,216</b>
<b>Fuel Costs</b>	<b>\$31,549</b>		<b>\$25,894</b>		<b>\$57,443</b>
<b>Other Costs</b>					
Liability & Property Damage Insurance	\$5,631	\$222,924	\$2,886		\$231,441
Equipment Insurance					\$0
Rent	\$23,186	\$3,029	\$14,552		\$40,767
Utilities	\$66,245				\$66,245
Telephone	\$70,386	\$7,343			\$77,729
Non-vehicle Related Supplies	\$24,262	\$3,121	\$4,602		\$31,985
Non-vehicle Related Taxes & Licenses					\$0
Training & Safety Programs	\$50,959				\$50,959
Ongoing, Annual Public Education & Outreach Efforts					\$0
Uniforms		\$3,855	\$3,510		\$7,365
Bad Debt	\$256,897				\$256,897
Performance Bond	\$36,352				\$36,352
Corporate Overhead Charge (Please List)	\$652,160			\$130,387	\$782,547
Legal Costs					\$0
Accounting	\$6,500				\$6,500
Employee Benefits					\$0
Property Taxes	\$58,958				\$58,958
Bank Charges					\$0
Computer Costs					\$0
Repairs and Maintenance G&A	\$93,508				\$93,508
<b>Total Other Costs</b>	<b>\$1,345,044</b>	<b>\$240,272</b>	<b>\$25,549</b>	<b>\$130,387</b>	<b>\$1,741,252</b>
<b>Total Labor, Vehicle-Related and Other Costs</b>	<b>\$2,386,771</b>	<b>\$1,140,818</b>	<b>\$794,489</b>	<b>\$130,387</b>	<b>\$4,452,464</b>
<b>Depreciation and Start-Up Costs</b>					
Vehicle Depreciation (non-route vehicles)					\$0
Other Depreciation	\$1,200,000				\$1,200,000
Public Education	\$200,000				\$200,000
Start-up Costs					\$0
<b>Total Depreciation and Start-Up Costs</b>	<b>\$1,400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,400,000</b>
<b>Lease Costs</b>					
Facility Costs: _____ (describe)					\$0
Other Lease Costs: _____ (describe)					\$0
<b>Total Lease Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Costs to be Allocated</b>	<b>\$3,786,771</b>	<b>\$1,140,818</b>	<b>\$794,489</b>	<b>\$130,387</b>	<b>\$5,852,464</b>

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Form 6E

**Detailed Collection Cost Proposal Information**

City of Stockton Base Services

Proposer Name: USA Waste

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

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%.

PROPOSED ALLOCATED COST	Percentage	Rate Period One				Subtotal
		From January 1, 2020 through December 31, 2020				
		Operations & G&A	Vehicle Maintenance	Container Maintenance	Resi Quarterly Billing	
<b>Labor, Vehicle, Fuel, &amp; Other Costs Allocated Out</b>						
To Residential Cart Solid Waste (6A)	35.69%	\$851,769	\$407,125	\$283,530	\$46,531	\$1,588,955
To Residential Cart Recyclable Materials (6A)	16.01%	\$382,043	\$182,607	\$127,171	\$20,871	\$712,692
To Residential Cart Organic Materials (6A)	13.61%	\$324,879	\$155,284	\$108,143	\$17,748	\$606,054
To MF & Commercial Cart Solid Waste (6B)	0.00%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Cart Recyclable Materials (6B)	0.00%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Cart Organic Materials (6B)	0.81%	\$19,310	\$9,230	\$6,428	\$1,055	\$36,022
To MF & Commercial Bin Solid Waste (6C)	17.33%	\$413,686	\$197,732	\$137,704	\$22,599	\$771,722
To MF & Commercial Bin Recyclable Materials (6C)	7.16%	\$170,854	\$81,664	\$56,872	\$9,334	\$318,723
To MF & Commercial Cart Organic Bin Materials (6C)	0.83%	\$19,758	\$9,444	\$6,577	\$1,079	\$36,858
To Debris Box Service (6D)	7.57%	\$180,604	\$86,324	\$60,118	\$9,866	\$336,913
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)	1.00%	\$23,868	\$11,408	\$7,945	\$1,304	\$44,525
<b>Total Labor, Vehicle, Fuel &amp; Other Costs Allocated Out</b>	<b>100.00%</b>	<b>\$2,386,771</b>	<b>\$1,140,818</b>	<b>\$794,489</b>	<b>\$130,387</b>	<b>\$4,452,464</b>
<b>Depreciation and Start-Up Costs Allocated Out</b>						
To Residential Cart Solid Waste (6A)	35.69%	\$499,619	\$0	\$0	\$0	\$499,619
To Residential Cart Recyclable Materials (6A)	16.01%	\$224,094	\$0	\$0	\$0	\$224,094
To Residential Cart Organic Materials (6A)	13.61%	\$190,563	\$0	\$0	\$0	\$190,563
To MF & Commercial Cart Solid Waste (6B)	0.00%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Cart Recyclable Materials (6B)	0.00%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Cart Organic Materials (6B)	0.81%	\$11,327	\$0	\$0	\$0	\$11,327
To MF & Commercial Bin Solid Waste (6C)	17.33%	\$242,654	\$0	\$0	\$0	\$242,654
To MF & Commercial Bin Recyclable Materials (6C)	7.16%	\$100,217	\$0	\$0	\$0	\$100,217
To MF & Commercial Cart Organic Bin Materials (6C)	0.83%	\$11,589	\$0	\$0	\$0	\$11,589
To Debris Box Service (6D)	7.57%	\$105,936	\$0	\$0	\$0	\$105,936
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)	1.00%	\$14,000	\$0	\$0	\$0	\$14,000
<b>Total Depreciation and Start-Up Costs Allocated Out</b>	<b>100.00%</b>	<b>\$1,400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,400,000</b>
<b>Lease Costs Allocated Out</b>						
To Residential Cart Solid Waste (6A)	35.69%	\$0	\$0	\$0	\$0	\$0
To Residential Cart Recyclable Materials (6A)	16.01%	\$0	\$0	\$0	\$0	\$0
To Residential Cart Organic Materials (6A)	13.61%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Cart Solid Waste (6B)	0.00%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Cart Recyclable Materials (6B)	0.00%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Cart Organic Materials (6B)	0.81%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Bin Solid Waste (6C)	17.33%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Bin Recyclable Materials (6C)	7.16%	\$0	\$0	\$0	\$0	\$0
To MF & Commercial Cart Organic Bin Materials (6C)	0.83%	\$0	\$0	\$0	\$0	\$0
To Debris Box Service (6D)	7.57%	\$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)	1.00%	\$0	\$0	\$0	\$0	\$0
<b>Total Lease Costs Allocated Out</b>	<b>100.00%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Allocated Out</b>		<b>\$3,786,771</b>	<b>\$1,140,818</b>	<b>\$794,489</b>	<b>\$130,387</b>	<b>\$5,852,464</b>

# EXHIBIT G2 COST BASIS FOR SUBMITTAL

Depreciation  
Proposer Name: USA Waste

Stockton Base Services

Years 1 through 10

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

		ANNUAL DEPRECIATION										
		Assumed	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Depreciation (Projected)	Quantity	Life	Capital Costs *									
<b>VEHICLES</b>												
YR1	36	10	\$ 12,162,329	\$ 1,208,698	\$ 1,208,698	\$ 1,078,337	\$ 1,011,533	\$ 922,920	\$ 822,920	\$ 722,920	\$ 622,945	\$ 672,945
YR2	4	10	\$ 1,464,573	\$ 146,457	\$ 146,457	\$ 146,457	\$ 146,457	\$ 146,457	\$ 146,457	\$ 146,457	\$ 146,457	\$ 146,457
YR3												
YR4	2	10	\$ 76,936	\$ 76,936	\$ 76,936	\$ 76,936	\$ 76,936	\$ 76,936	\$ 76,936	\$ 76,936	\$ 76,936	\$ 76,936
YR5												
YR6	3	10	\$ 1,212,461			\$ 121,246	\$ 121,246	\$ 121,246	\$ 121,246	\$ 121,246	\$ 121,246	\$ 121,246
YR7												
YR8												
YR9												
YR10												
	45		\$ 15,668,722	\$ 1,355,155	\$ 1,224,794	\$ 1,301,730	\$ 1,234,926	\$ 1,356,172	\$ 1,267,560	\$ 1,267,560	\$ 1,017,585	\$ 1,017,585
<b>CONTAINERS</b>												
YR1	15,039	10	\$ 1,061,518	\$ 99,965	\$ 98,029	\$ 96,146	\$ 94,217	\$ 92,240	\$ 90,213	\$ 88,135	\$ 86,005	\$ 83,823
YR2	130,444	10	\$ 5,145,243	\$ 214,044	\$ 214,044	\$ 214,044	\$ 214,044	\$ 214,044	\$ 214,044	\$ 214,044	\$ 214,044	\$ 214,044
YR3	14,743	10	\$ 823,977	\$ 82,398	\$ 82,398	\$ 82,398	\$ 82,398	\$ 82,398	\$ 82,398	\$ 82,398	\$ 82,398	\$ 82,398
YR4	14,743	10	\$ 899,717	\$ 89,972	\$ 89,972	\$ 89,972	\$ 89,972	\$ 89,972	\$ 89,972	\$ 89,972	\$ 89,972	\$ 89,972
YR5	14,743	10	\$ 822,210	\$ 82,221	\$ 82,221	\$ 82,221	\$ 82,221	\$ 82,221	\$ 82,221	\$ 82,221	\$ 82,221	\$ 82,221
YR6	14,743	10	\$ 945,265	\$ 94,526	\$ 94,526	\$ 94,526	\$ 94,526	\$ 94,526	\$ 94,526	\$ 94,526	\$ 94,526	\$ 94,526
YR7	14,743	10	\$ 969,697	\$ 96,969	\$ 96,969	\$ 96,969	\$ 96,969	\$ 96,969	\$ 96,969	\$ 96,969	\$ 96,969	\$ 96,969
YR8	14,743	10	\$ 993,119	\$ 99,312	\$ 99,312	\$ 99,312	\$ 99,312	\$ 99,312	\$ 99,312	\$ 99,312	\$ 99,312	\$ 99,312
YR9	14,743	10	\$ 1,017,947	\$ 101,795	\$ 101,795	\$ 101,795	\$ 101,795	\$ 101,795	\$ 101,795	\$ 101,795	\$ 101,795	\$ 101,795
YR10	14,743	10	\$ 1,043,396	\$ 104,340	\$ 104,340	\$ 104,340	\$ 104,340	\$ 104,340	\$ 104,340	\$ 104,340	\$ 104,340	\$ 104,340
	278,170		\$ 14,890,768	\$ 315,700	\$ 306,306	\$ 484,442	\$ 360,737	\$ 453,334	\$ 548,246	\$ 645,531	\$ 745,246	\$ 847,458
<b>OTHER</b>												
YR1	1	11.1	\$ 5,600,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000
YR2												
YR3												
YR4												
YR5												
YR6												
YR7												
YR8												
YR9												
YR10												
	2		\$ 12,000,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000	\$ 505,000
<b>Subtotal/Other</b>												
			\$ 42,899,490	\$ 2,823,398	\$ 2,701,462	\$ 2,659,235	\$ 2,612,466	\$ 2,638,250	\$ 2,654,318	\$ 2,663,091	\$ 2,362,808	\$ 2,315,043
<b>Total Assumed Capital Cost &amp; Depreciation</b>												
			n.a.	\$ 1,225,176	\$ 1,225,176	\$ 1,225,176	\$ 1,225,176	\$ 1,225,176	\$ 1,225,176	\$ 1,225,176	\$ 1,225,176	\$ 1,225,176
<b>Total Allowable Annual Direct Vehicle Depreciation**</b>												
			n.a.	\$ 574,922	\$ 574,922	\$ 574,922	\$ 574,922	\$ 574,922	\$ 574,922	\$ 574,922	\$ 574,922	\$ 574,922
<b>Total Allowable Annual Direct Container Depreciation**</b>												
			n.a.	\$ 905,500	\$ 905,500	\$ 905,500	\$ 905,500	\$ 905,500	\$ 905,500	\$ 905,500	\$ 905,500	\$ 905,500
<b>Total Allowable Annual Other Depreciation***</b>												
			n.a.	\$ 2,705,599	\$ 2,705,599	\$ 2,705,599	\$ 2,705,599	\$ 2,705,599	\$ 2,705,599	\$ 2,705,599	\$ 2,705,599	\$ 2,705,599

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

Total Allowable Annual Direct Depreciation amount here is 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.

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

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

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

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.

Truck Type	Residential Cart Collection			Multi-Family & Commercial Cart			Multi-Family & Commercial Bin			Debris Box			Other		Average N/A
	Solid Waste ASL	Recyclables ASL	Organic Materials ASL	Solid Waste ASL	Recyclables ASL	Organic Materials ASL	Solid Waste FEL	Recyclables FEL	Organic Materials FEL	Recyclables RO	Organic Materials RO	Public Litter Container	Bulky Items		
Collection vehicle transport rate (\$ per hour) (Total Cost Form 6 / Total Hours-Form 2)	\$291.53	\$224.34	\$216.68			\$502.06	\$314.59	\$286.83	\$461.53				\$132.45	\$311.29	
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

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 G3:  
INITIAL RATES FOR COLLECTION SERVICES**

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# EXHIBIT G3 INITIAL RATES FOR COLLECTION SERVICES

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## 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

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## 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

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## 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 <sup>1</sup> - 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 <sup>2</sup> :	\$ 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

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

<sup>2</sup> 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

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## 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 <sup>1</sup> - per household per month	\$ 12.90

Service Description	Rate Per Occurrence
Key Charges <sup>2</sup> - per container per month <sup>3</sup>	\$ 4.83
Enclosure Charges <sup>4</sup> - per container per month <sup>3</sup>	\$ 6.43
Gate Service Charges <sup>5</sup> - per container per month <sup>3</sup>	\$ 8.04
Long Walk Charges <sup>6</sup> - per container per month <sup>3</sup>	\$ 12.90
Maximum Charge - per container per month <sup>3</sup>	\$ 32.26
Container Swap Charge - After first free per year	\$ 27.95
Late Fee - after 30 days from invoice date	\$ 4.42
Extra Pickup <sup>7</sup> :	\$ 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

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

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> Enclosure charges are allowed when collection required removing a container from an enclosure and replacing it when emptied.

<sup>5</sup> Gate service charges are allowed when collection requires opening a closed or locked gate in order to access a container.

<sup>6</sup> Long walk charges are allowed when a container is placed further than 10 feet from where the collection vehicle has access.

<sup>7</sup> 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

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## 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

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## 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**

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**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

# 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
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

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## 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:	
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

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### 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.

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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 <sup>1</sup> - per container per month <sup>2</sup>	\$ 4.83
Enclosure Charges <sup>3</sup> - per container per month <sup>2</sup>	\$ 6.43
Gate Service Charges <sup>4</sup> - per container per month <sup>2</sup>	\$ 8.04
Long Walk Charges <sup>5</sup> - per container per month <sup>2</sup>	\$ 12.90
Maximum Charge - per container per month <sup>2</sup>	\$ 32.26
Stinger Service <sup>6</sup> (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

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> Enclosure charges are allowed when collection required removing a container from an enclosure and replacing it when emptied.

<sup>4</sup> Gate service charges are allowed when collection requires opening a closed or locked gate in order to access a container.

<sup>5</sup> Long walk charges are allowed when a container is placed further than 10 feet from where the collection vehicle has access.

<sup>6</sup> 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 <sup>6</sup> :	\$ 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

<sup>6</sup> 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

### 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 <b>SOLID WASTE</b> compactor: 1 pickup per week	\$ 326.23
3 cubic yard <b>SOLID WASTE</b> compactor: 1 pickup per week	\$ 353.52
4 cubic yard <b>SOLID WASTE</b> compactor: 1 pickup per week	\$ 366.24

Service Description	Rate Per Month
2 cubic yard <b>RECYCLING</b> compactor: 1 pickup per week	\$ 163.12
3 cubic yard <b>RECYCLING</b> compactor: 1 pickup per week	\$ 176.76
4 cubic yard <b>RECYCLING</b> compactor: 1 pickup per week	\$ 183.12

Service Description	Rate Per Month
2 cubic yard <b>ORGANICS</b> compactor: 1 pickup per week	\$ 244.68
2 cubic yard <b>ORGANICS</b> compactor: 1 pickup per week	\$ 265.14
2 cubic yard <b>ORGANICS</b> 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**

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**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**

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**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**

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**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.

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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**

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1 **PUBLIC OUTREACH AND EDUCATION PROGRAM**

2  
3 Within the first quarter of 2020, the City and Contractors will meet and jointly develop an initial  
4 outreach and education plan.

5  
6 **IMPLEMENTATION OF NEW RATE SCHEDULE**

7  
8 The rate schedule, as approved by the Stockton City Council on November 5, 2019, will be effective  
9 January 1, 2020. Both Residential and Commercial customers must be notified of the new rate schedule,  
10 and any future rate changes, thirty (30) days in advanced of the effective date.

11  
12 The City, along with Contractor input, will develop and direct mail notification of the 2020 rate schedule  
13 to Residential utility account holders. The City and Contractors will share the total cost of the residential  
14 notification mailing equally.

15  
16 Contractors will develop a direct mail piece notifying their respective Commercial customers of the 2020  
17 rate schedule and upcoming program changes. Upon City review and approval, Contractor will direct  
18 mail said notification to each Commercial utility account holder. Contractors will each be responsible for  
19 the full cost of their own Commercial customer mailing.

20  
21 **NEW SERVICE RATES FOR OVERAGES AND CONTAMINATION**

22  
23 Contractors acknowledge the 2020 rate schedule contains new service rates for Overages and  
24 Contamination that affect both Residential and Commercial customers.

25  
26 An effective and consistent outreach and education plan addressing Overages and Contamination  
27 service charges will be developed within three months of the January 1, 2020 effective date. Contractors  
28 acknowledge:

- 29
- 30 1) Residential customers may not be charged for Overages and/or Contamination prior to the  
31 joint development and approval of an outreach and education plan. The parties agree that  
32 the intent is to develop and approve the plan before April 1, 2020.
  - 33  
34 2) Commercial customers may be charged for Overages and/or Contamination prior to  
35 implementation of the outreach and education plan. If a customer contests an Overage  
36 and/or Contamination charge, Contractor will provide the customer a minimum of one (1)  
37 courtesy removal of said charge(s). Customer service representatives will take the  
38 opportunity to provide information to said customer, so that the customer is aware of how  
39 to avoid future Overage and/or Contamination charges.

## **EXHIBIT G4 IMPLEMENTATION PLAN AND SCHEDULE**

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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

1 In accordance with Section 3.3 and Article 4 of the Agreement, the City has approved the following  
 2 Subcontractors, Approved and Contingent Disposal Facilities, and Approved and Contingent Processing  
 3 Facilities to manage the specified services and otherwise assist the Contractor in the performance of the  
 4 requirements of this Agreement.

5

Approved/Contingent	Facility or Subcontractor	Services
Approved	Forward Landfill	Landfill
Approved	North County Recycling Center & Sanitary Landfill	Landfill
Approved	Lockwood Regional Landfill	Landfill
Approved	Davis Street Resource Recovery Complex and Transfer Station	Organic Processing and Composting
Approved	Recology Blossom Hill	Organic Processing and Composting
Approved	Central Valley Composting	Organic Processing and Composting
Approved	Kochergen Farms	Organic Processing and Composting
Approved	Cedar Avenue Recycling and Transfer Station	Organic Processing and Composting
Approved	East Stockton Transfer and Recycling Center	Single Stream Recycling Processing
Approved	Central Valley Materials Recycling Facility	Single Stream Recycling Processing
Approved	Central Valley Transfer Station	Transfer Facility
Approved	East Stockton Transfer and Recycling Center	Transfer Facility
Approved	Lovelace Materials Recovery Facility and Transfer Station	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

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1 Positions detailed in this Exhibit H are the maximum anticipated positions needed for the provision of  
2 Recycling, Organics, and Solid Waste Collection Services and other related services in the City.

3 **Table 1** represents management positions and **Table 2** represents non-management positions.

4

**Table 1: Management Positions**

Position	FTE
Executive Management	0.1
General Manager	1.0
Route Supervisor	3.0
<b>Total Management Positions</b>	<b>4.1</b>

5

6

**Table 2: Non-Management Positions**

Position	FTE
Driver	41.0
Dispatcher	3.0
Container Distribution	2.0
Container Maintenance/ Welder	2.0
Maintenance Supervisor	1.0
Maintenance Personnel	8.0
Controller	1.0
Staff Accountant	1.0
Customer Service Representatives	4.0
Recycling/Public Education Coordinator	1.0
<b>Total Non-Management Positions</b>	<b>64.0</b>

7

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## **EXHIBIT I: ENVIRONMENTALLY PREFERABLE PURCHASING POLICY**

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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:	Directive No. FIN-35	Page No. 3 of 6
<b>ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY</b>	Effective Date: <b>12/03/07</b>	Revised From: <b>N/A</b>

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

<b>Subject:</b>  <b>ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY</b>	<b>Directive No. FIN-35</b>	<b>Page No. 4 of 6</b>
	<b>Effective Date:</b> <b>12/03/07</b>	<b>Revised From:</b> <b>N/A</b>

- 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

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### CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:	Directive No. FIN-35	Page No. 5 of 6
ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY	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:	Directive No. FIN-35	Page No. 6 of 6
<b>ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY</b>	Effective Date: <b>12/03/07</b>	Revised From: <b>N/A</b>

- 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

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1    **1.    Commercial and Residential Roadway Sweeping**

2    **A.    General**

3    The Contractor is solely responsible for the provision of street sweeping services, whether provided by  
4    the Contractor, by a third party Subcontractor, or by an affiliate or related party, and in compliance with  
5    Section 3.3 of the Agreement. Contractor, and not the City, shall at all times be the primary point of  
6    contact for, and with the Subcontractor. Provision of street sweeping services includes all materials and  
7    labor to sweep Residential and Commercial streets and main arterial streets, utilizing approved vacuum  
8    and/or regenerative air sweepers.

9    The Contractor shall provide sweeping services for the eight (8) foot area which is measured from the  
10   normal Curb lines, whether such Curb exists or not, of every Public Street in the scope of work towards  
11   the center of such streets, along with all public parking lots, roadway dividers and medians, as such areas  
12   exist as of the Effective Date or are added to the City limits during the Term of this Agreement.

13   **B.    GPS Tracking**

14   The Contractor shall provide GPS units in all sweeper vehicles. The Contractor shall provide the City with  
15   access to the GPS software directly in real-time and to on-line reports of past activity, which will confirm  
16   streets swept, and routes completed, verify miles per hour speed limit, etc.

17   **C.    Route Maps and Parking Lot Sweeping Schedule**

18   No later than February 1, 2020, Contractor shall provide street sweeping route maps and a parking lot  
19   sweeping schedule to the City in both electronic format and hardcopy. Contractor shall provide updated  
20   route maps and parking lot schedules throughout the Term of the Agreement within twenty (20) Working  
21   Days of Contractor, or of City-directed changes. Contractor shall provide annual parking lot sweeping  
22   schedule by December 1<sup>st</sup> of each calendar year. Contractor may not change the number of times per year  
23   that a parking lot is swept, the day that a street is swept, or the hours (day vs. night) that a street is swept,  
24   without prior approval from the City.

25   **D.    Work Schedules and Shifts**

26   In the performance of this Agreement, the Contractor must follow Applicable Law, including all applicable  
27   labor codes and laws and Department of Transportation regulations which govern the number of hours  
28   that an employee can work without rest, and will schedule employees with sufficient rest between shifts  
29   to ensure safe and effective operations.

## EXHIBIT K STREET SWEEPING SERVICES

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30 **E. Sweeping Day Schedule**

31 Contractor must conform to the sweeping day schedule in place on the Effective Date, which coordinates  
32 with Residential Discarded Materials Collection days. This schedule is pre-set and cannot be changed  
33 without prior approval from the City. The Contractor shall maintain the following schedule for street  
34 sweeping services, such that no Residential street in the City shall receive Discarded Materials Collection  
35 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

36  
37 Maps showing the sweeping day schedule for all Public Streets, to be provided by the Contractor as noted  
38 above, shall be considered part of this Exhibit K. These maps also specify which weeks of the month each  
39 street shall be swept during bi-weekly sweeping months (e.g., first and third Monday of each month.)  
40 Contractor must receive prior written authorization from the City Contract Manager to change this  
41 schedule.

42 Contractor shall sweep all streets on their scheduled route days. If Contractor experiences a breakdown,  
43 or other situation which prevents the completion of daily scheduled street sweeping services, Contractor  
44 shall notify City Contract Manager immediately and provide a plan for completing the sweeping as soon  
45 as possible. The City may assess Liquidated Damages if Contractor fails to sweep at least ninety percent  
46 (90%) of the daily scheduled sweeping services on a scheduled street sweeping day, in accordance with  
47 Exhibit F.

48 Contractor shall sweep the downtown area sweeping based on the City-directed schedule, which as of the  
49 Effective Date is weekly on Monday, Wednesday, and Friday.

50 Contractor acknowledges the importance of sweeping streets on the scheduled day as the City and  
51 Contractor ask residents not to park their vehicles on the street on the scheduled day to improve the  
52 effectiveness of street sweeping.

53 **F. Working Days and Holidays**

54 Normal Working Days shall be Monday through Friday, five (5) days a week except for Holidays. Sweeping  
55 of Commercial / arterial routes scheduled for a Monday may commence at 10:00 p.m. the preceding  
56 Sunday night. Any other work done on weekends or Holidays must be approved in advance by the City.  
57 Contractor shall provide a make-up sweep for any streets that are not swept on a Holiday. The make-up  
58 sweep shall be provided on a day mutually agreed to by the Contractor and City. Contractor shall  
59 recognize the same Holidays for both street sweeping and Discarded Materials Collection.

## **EXHIBIT K**

### **STREET SWEEPING SERVICES**

---

60 **G. Working Hours**

61 Residential streets shall be swept, at two hundred (200) feet or less from Residential Premises, between  
62 5:00 a.m. and 6:00 p.m., and Commercial/arterial streets and City parking lots shall be swept at night  
63 between the hours of 10:00 p.m. and 7:00 a.m., unless otherwise approved by the City Contract Manager.  
64 Throughout the Term of this Agreement the City may adjust sweeping hours, and which streets are swept  
65 at night, as opposed to daytime, in order to respond to resident concerns regarding noise, and to ensure  
66 that the sweepers can avoid heavy traffic and operate safely and efficiently.

67 In instances of rainy weather, the City may postpone or cancel sweeping services during heavy and  
68 persistent rainstorms. The City may work with the Contractor to agree upon a make-up schedule for  
69 missed areas.

70 **H. Street Sweeping Frequency**

71 Contractor shall provide bi-weekly (twice per month) street sweeping services during the months of  
72 January through September, and weekly (four times per month) street sweeping services during the  
73 months of October through December for all Public Streets in the City. The beginning date of the three-  
74 month period of weekly sweeping may be adjusted by the City based upon the timing of the leaf fall each  
75 year. City shall provide at least two (2) weeks' notice regarding the commencement of weekly sweeping.  
76 Contractor shall perform weekly sweeping for each street on the same day of the week as bi-weekly  
77 sweeping (e.g., a street swept on the first and third Monday of the months of January through September  
78 would be swept every Monday – up to four Mondays per month - October through December).

79 **I. Street Sweeping Staffing**

80 Contractor is required to ensure that a minimum of four (4) full-time operators (FTEs) perform City street  
81 sweeping services (not including parking lots) during the months of October through December, and a  
82 minimum of two (2) full-time operators (FTEs) to perform City street sweeping (not including parking lots)  
83 during the months of January through September. Contractor's operators shall be fully licensed, trained,  
84 qualified, and familiar with the sweepers being used.

85 **J. Vehicles/Equipment**

86 No later than June 1, 2020, Contractor shall provide at least two (2) new street sweepers for use in the  
87 City pursuant to this Agreement, and shall promptly inform the City once they are put into service.  
88 Contractor shall provide proof of vehicle order prior to January 1 2020.

89 These vehicles shall be high-power vacuum sweepers or regenerative air or broom sweepers each with a  
90 hopper capacity of at least six (6) cubic yards. These two (2) sweepers shall be replaced with two (2) new  
91 sweepers of the same specifications at the beginning of Rate Period Six of this Agreement.

92 Any other sweepers used to perform services pursuant to this Agreement shall be vacuum/regenerative  
93 air sweepers no older than five (5) years. During the seasonal leaf Collection only, Contractor may use  
94 older equipment (up to 5-7 years old) to supplement existing, newer sweepers. All equipment must be

## EXHIBIT K STREET SWEEPING SERVICES

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95 CARB compliant. Sweeper vehicles are to be maintained in proper working order at all times, with  
96 sufficient back-up vehicles to ensure service coverage. Contractor shall provide City with a current vehicle  
97 inventory, in a format determined by the City, upon City request.

98 Broom sweepers will be allowed on an as-needed basis only, and only when prior approval is received  
99 from the City Contract Manager.

100 Street Sweepers shall comply with all current emissions and air quality requirements.

101 All sweeping equipment shall be numbered for identification, have proper safety markings in accordance  
102 with State Vehicle Code and approved by the City Contract Manager, and shall have the name and local  
103 telephone number of the Contractor.

104 All sweepers shall be properly registered in the State of California and insured in accordance with State  
105 laws.

106 The Contractor shall maintain a sufficient supply of spare tires, brooms, and other parts and accessories,  
107 and reserve or replacement equipment sufficient to perform the services in a timely manner.

108 In the event a sweeper breaks down in the field, it is the responsibility of the Contractor to contact the  
109 City Contract Manager and provide a substitute within two (2) hours of the break down in order to  
110 complete the zone, as scheduled. The Contractor is responsible for towing their sweepers.

### 111 **K. Debris Removal**

112 Contractor shall sweep all loose debris along Curbs and bike lanes, including center median islands,  
113 intersections, and corners from cross streets intersecting the subject street. Classification of debris  
114 includes, but is not limited to: leaves, rocks, glass, litter, mud, concrete, and sand along all Curbs and bike  
115 lanes. Contractor shall ensure that each Curb be debris free following provision of sweeping service. A  
116 double pass is required in the event that debris is left behind (for no additional compensation).

117 Contractor shall operate so as to prevent the accumulation of debris piles ("windrows" or "doglegs") in  
118 intersections, at the tips of medians, and other places just outside of the normal path of traffic. At least  
119 once per calendar quarter, on a night route, Contractor shall sweep all major intersections using a "figure-  
120 eight" or similar pattern to eliminate such "windrows." During the fourth calendar quarter only, "figure-  
121 eight" sweeping of all major intersections shall be performed after completion of the seasonal leaf  
122 Collection.

### 123 **L. Obstructions**

124 Contractor will be required to log, and report to the City on a pre-determined frequency, all trees, shrubs  
125 and/or bushes that are obstructing the public right-away (not limited to obstructions pertaining to the  
126 provision of street sweeping services), including but not limited to: sidewalks, streets, street signs, and  
127 traffic signals. The log should provide the address and detailed location of the obstruction. The City will

## **EXHIBIT K STREET SWEEPING SERVICES**

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128 then initiate trimming notices to private property Owners requiring removal and/or trimming of the  
129 obstruction.

130 The Contractor shall immediately clean-up and report, or if unable to clean-up, then report to the City any  
131 and all conditions related to street sweeping which may tend to create unsafe or hazardous conditions.

### **132 M. Illegal Dumping**

133 The Municipal Code prohibits anyone from placing leaves, Yard Trimmings, or other debris onto Public  
134 Streets. Residents and landscapers may not blow or rake leaves into the Public Street. Contractor shall  
135 report to City the address and/or vehicle description/license plate of any such suspected illegal dumping.  
136 The City may then initiate Code Enforcement action.

### **137 N. Dust Control**

138 All sweepers must have and use water nozzles to prevent dust. At all times, the proper volume of water  
139 will be applied by the sweeper to control dust during sweeping.

### **140 O. Sound Control**

141 The noise level from the Contractor's operation shall not exceed the City's noise standards as provided in  
142 Chapter 16.60 of the Municipal Code, including as it may be modified in the future. Each internal  
143 combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler  
144 of a type recommended by the manufacturer. No internal combustion engine shall be operated on the  
145 project without said muffler.

### **146 P. Call Backs**

147 When, at the discretion of the City Contract Manager, a section of street or a City parking lot is  
148 inadequately swept, the Contractor shall, within twenty-four (24) hours of notification from the City, re-  
149 sweep the section in question for no additional compensation, or pay Liquidated Damages in accordance  
150 with Exhibit F.

151 Notification from the City includes Complaints, submitted through the City's Customer Response  
152 Management (CRM) system.

### **153 Q. Complaints from the Public**

154 The Contractor shall be responsible for receiving and resolving Customer calls related to street sweeping  
155 services. Contractor shall accept street sweeping Complaints and requests from the public using the same  
156 phone number and email address used for Discarded Materials Collection services. Contractor shall  
157 display this phone number on all sweepers operating in the City. The provisions of Section 4.10 of this  
158 Agreement, which apply to the handling, tracking, and reporting of Discarded Materials Collection  
159 inquiries shall apply to street sweeping inquiries as well.

## EXHIBIT K STREET SWEEPING SERVICES

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160 The Contractor will be required to respond to service issues via City's online Customer Request  
161 Management (CRM) system for quality assurance purposes. City shall provide Contractor with access to  
162 Complaint tracking system with the ability to view and respond to requests within twenty-four (24) hours.  
163 Regular meetings may also be scheduled to evaluate the provision of services and contract progress.

### 164 **R. Public Education**

165 Contractor shall notify all affected homes located on Public Streets of the following street sweeping  
166 schedule changes, through direct mail, a post on the Contractor's website or another method approved  
167 in advance by the City Contract Manager:

- 168 • Annual change from two-times-per-month sweeping to four-times-per-month sweeping during  
169 the leaf fall
- 170 • Annual change from four-times-per-month sweeping weekly to two-times-per-month sweeping  
171 after the leaf fall
- 172 • Temporary change in scheduled sweep day due to a Holiday (no sweeping on Holiday and the  
173 scheduled make-up day)
- 174 • Any permanent change in scheduled sweep day (if approved by the City)

175  
176 Contractor may produce and distribute an annual Residential street sweeping calendar to meet the public  
177 education requirements, subject to prior City approval.

178 Contractor's website shall contain a link to the searchable street sweeping day map on the City's  
179 website. Upon City request, Contractor shall host the searchable street sweeping day map on  
180 Contractor's website.

### 181 **S. Speed/Direction of Vehicles**

182 The Contractor shall, at all times during sweeping, operate the sweeper at no more than eight (8) miles  
183 per hour.

184 The Contractor shall perform operations so that sweepers are traversing their routes in the normal  
185 direction of traffic, with the exception of the quarterly "figure 8" sweeping of intersections to prevent  
186 debris build-up ("windrows") noted under Debris.

### 187 **T. Protection of Vegetation and Property**

188 The Contractor shall not deface damage or remove any trees, shrubs or other vegetation, nor any other  
189 private or public property. Contractor shall repair or restore, to their original condition, trees or other  
190 landscape features scarred or damaged by equipment or operations of the Contractor. Likewise, damage  
191 to any other private and/or public property shall be the responsibility of the Contractor. The Contractor  
192 will obtain approval for repair and restoration from the City Contract Manager prior to the initiation of  
193 such work.

## EXHIBIT K STREET SWEEPING SERVICES

194 **U. Water Meter Requirement**

195 The Contractor shall obtain a bulk water meter from the two (2) water districts within the City of Stockton  
 196 (City of Stockton and the California Water Service Company) for its sweeping operation. Any fees or  
 197 charges for the water meter and the cost of water used shall be paid by the Contractor. The Contractor's  
 198 street sweepers shall be equipped with the proper spanner wrench for the opening and closing of all City  
 199 water hydrants.

200 **V. New Streets**

201 Upon notice to proceed from the City, Contractor shall sweep any new Public Streets that are constructed  
 202 and accepted by the City during the Term of the Agreement.

203 **2. PARKING LOT SWEEPING**

204 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

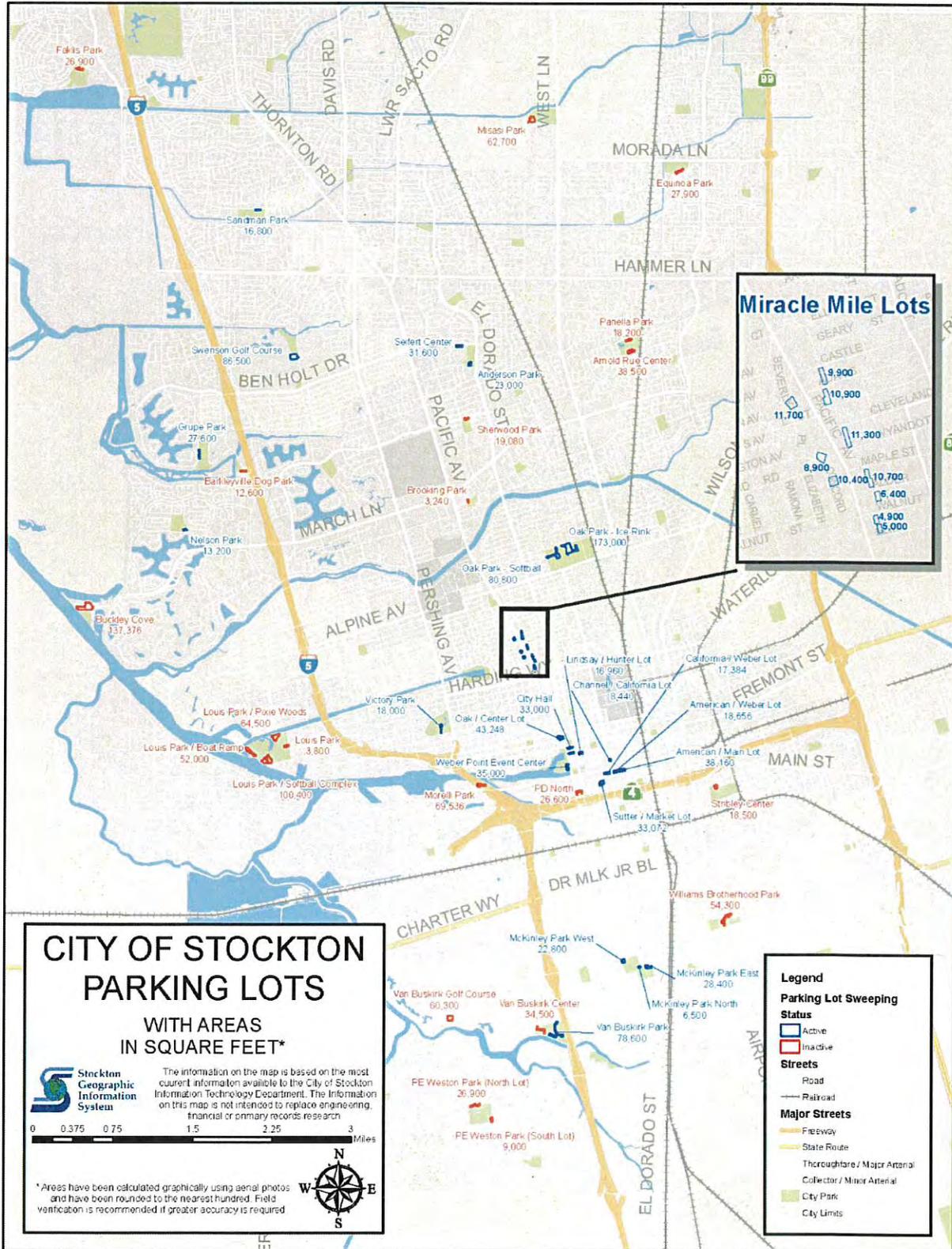
## EXHIBIT K STREET SWEEPING SERVICES

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

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206 Parking lots shall be swept using a vehicle(s) approved in advance by the Contractor. The Contractor will  
207 sweep the entire parking lot, conforming to all specifications as listed in, but not limited to the  
208 specifications outlined in "Commercial and Residential Roadway Sweeping" above, and including all safety  
209 and legal guidelines as specified in this document.

210 Contractor's sweeper operator shall use a blower to remove leaves and other debris from behind parking  
211 stops and from the Curbs and corners of each parking lot before sweeping. The quality of parking lot  
212 sweeping shall meet standards approved by the City.

213 Parking lots will be swept at night between the hours of 10:00pm and 7:00am.

214 Contractor shall sweep any new City-owned parking lots that are constructed and accepted by the City  
215 during the Term of the Agreement. Contractor shall be compensated for new parking lot sweeping  
216 additions at an initial approved hourly Rate of \$75.00 per hour with a minimum of two (2) hours per  
217 sweep.

### 218 **3. UNSCHEDULED SWEEPING**

219 Unscheduled sweeping includes any street or parking lot sweeping outside of the regular schedules  
220 established in this Exhibit K. Contractor shall invoice the City directly for unscheduled sweeping using the  
221 authorized hourly Rates established in Exhibit G3, rounded up to the nearest half-hour.

222 There are two hourly Rates for unscheduled sweeping: A Rate for unscheduled sweeping during  
223 scheduled work hours - when a sweeper is already scheduled to be working in the City (day or night) and  
224 can be dispatched from the route - and a Rate for unscheduled sweeping outside of scheduled work hours  
225 when a sweeper would have to be dispatched specifically for the request.

226 The initial approved hourly Rate for Unscheduled Sweeping During Scheduled Work Hours shall be one  
227 hundred twenty five dollars per hour (\$125), and shall be adjusted for Rate Year One, and annually  
228 thereafter by the Annual Percentage Change in the CPI-U.

229 The initial approved hourly Rate for Unscheduled Sweeping Outside of Scheduled Work Hours shall be  
230 one hundred seventy five dollars per hour (\$175), and shall be adjusted for Rate Year One, and annually  
231 thereafter by the Annual Percentage Change in the CPI-U.

#### 232 **A. Non-Emergency Unscheduled Sweeping**

233 Non-emergency unscheduled sweeping may include street and parking lot sweeping for special events,  
234 parades, running events, festivals, etc. or to remove non-emergency spills or leaf accumulation.  
235 Contractor shall provide un-scheduled non-emergency sweeping within forty-eight (48) hours of request  
236 from the City Contract Manager.

## EXHIBIT K STREET SWEEPING SERVICES

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### 237 **B. Emergency Unscheduled Sweeping**

238 Emergency unscheduled sweeping is required for such events as flooding, clean-up after auto accidents,  
239 and spills which pose an immediate road hazard. The City may request emergency unscheduled sweeping  
240 at any time ("24-7"). The Contractor will be expected to respond to the necessary location in the City  
241 within one (1) hour of the initial call from City staff with all necessary equipment on hand to complete  
242 services requested. Failure to respond within one (1) hour may result in Liquidated Damages in  
243 accordance with Exhibit F.

244 Response to accident clean-ups may include hazardous materials clean-up (e.g., automotive fluids), and  
245 Contractor shall utilize proper personal protective equipment and properly handle and Dispose of any  
246 hazardous materials.

247 Contractor shall provide the City with an emergency street sweeping list of the Contractor's sweeping  
248 emergency contacts, including sweeping supervisors and drivers, and their names, telephones numbers,  
249 and any specific instructions for dispatching emergency sweeping services. This shall include a phone  
250 number(s) that the City may call at any time of day or night on any day of the week to request emergency  
251 sweeping services. City will provide the Contractor with a list of City employees authorized to request  
252 emergency sweeping services.

### 253 **C. Emergency Unscheduled Sweeping During Scheduled Workhours.**

254 If Contractor's sweeper is working in the City during scheduled work hours (either a day route or a night  
255 route) and the City requests unscheduled emergency sweeping services, Contractor's sweeper shall leave  
256 the route to provide the emergency services, and the hourly Rate for "Unscheduled Sweeping During  
257 Scheduled Work Hours" shall apply. The hours subject to the Rate will begin when the sweeper leaves  
258 the route and end when the sweeper returns to the route. Contractor shall respond to the necessary  
259 location in the City within the maximum hourly response time after the initial call from City staff. If the  
260 sweeper is done for the day after providing emergency services and does not return to the route, the  
261 hours subject to the Rate will end when the emergency services are completed. There shall be no  
262 minimum number of hours charged. If Contractor's sweeper is in the City performing scheduled sweeping  
263 services and is dispatched to perform emergency street sweeping services before the scheduled sweeping  
264 services are completed, Liquidated Damages for failure to complete the scheduled services will not apply,  
265 and City and Contractor shall mutually agree on a completion date/time for the scheduled sweeping  
266 services.

### 267 **D. Emergency Unscheduled Sweeping Outside of Scheduled Workhours.**

268 If the City requests emergency unscheduled sweeping during a time when Contractor's sweepers are not  
269 working in the City, Contractor shall respond to the necessary location in the City within the maximum  
270 hourly response time after the initial call from City staff, and the hourly Rate for "Unscheduled Sweeping  
271 Outside of Scheduled Work Hours" shall apply. The hours subject to the Rate will begin when the sweeper  
272 leaves its maintenance yard/storage location or route in another city to respond and shall end when the  
273 sweeper has returned to its maintenance yard/storage location or route in another city. The minimum  
274 hours charged shall be one (1) hour.

## EXHIBIT K STREET SWEEPING SERVICES

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### 275 **4. MATERIALS DISPOSAL**

276 Contractor is responsible for the proper management of all Collected materials.

277 If the Contractor Collects material from the streets of the City that is deemed to be hazardous or toxic by  
278 a certified testing firm or landfill operator, the Contractor will be responsible for the safe and legal  
279 Disposal of the material, including all associated costs.

### 280 **5. COMPLIANCE ACTIVITIES**

281 In addition to monthly and annual street sweeping reporting requirements as specified in Exhibits D and  
282 K, compliance activities related to stormwater management shall include:

283 1. Conduct biannual assessments on a representative sample of the Solid Waste and debris Collected  
284 that differentiates Solid Waste, sediments, and Organic Material volume, weight, miles driven, speed  
285 of equipment, and type of equipment, and provide a calibrated formula for annual reporting with  
286 supporting documentation;

287 2. Provide monthly and annual reporting that differentiates Solid Waste, sediments, and Organic  
288 Material – volume, weight, miles driven, speed of equipment, and type of equipment.

289 Other requirements are:

290 3. Conduct study to determine if street sweeping equipment (if more than one type of equipment is  
291 used, a study for each type of equipment must be conducted) is depositing Solid Waste and debris,  
292 sediments, and or Organic Material into the catch basins along the route;

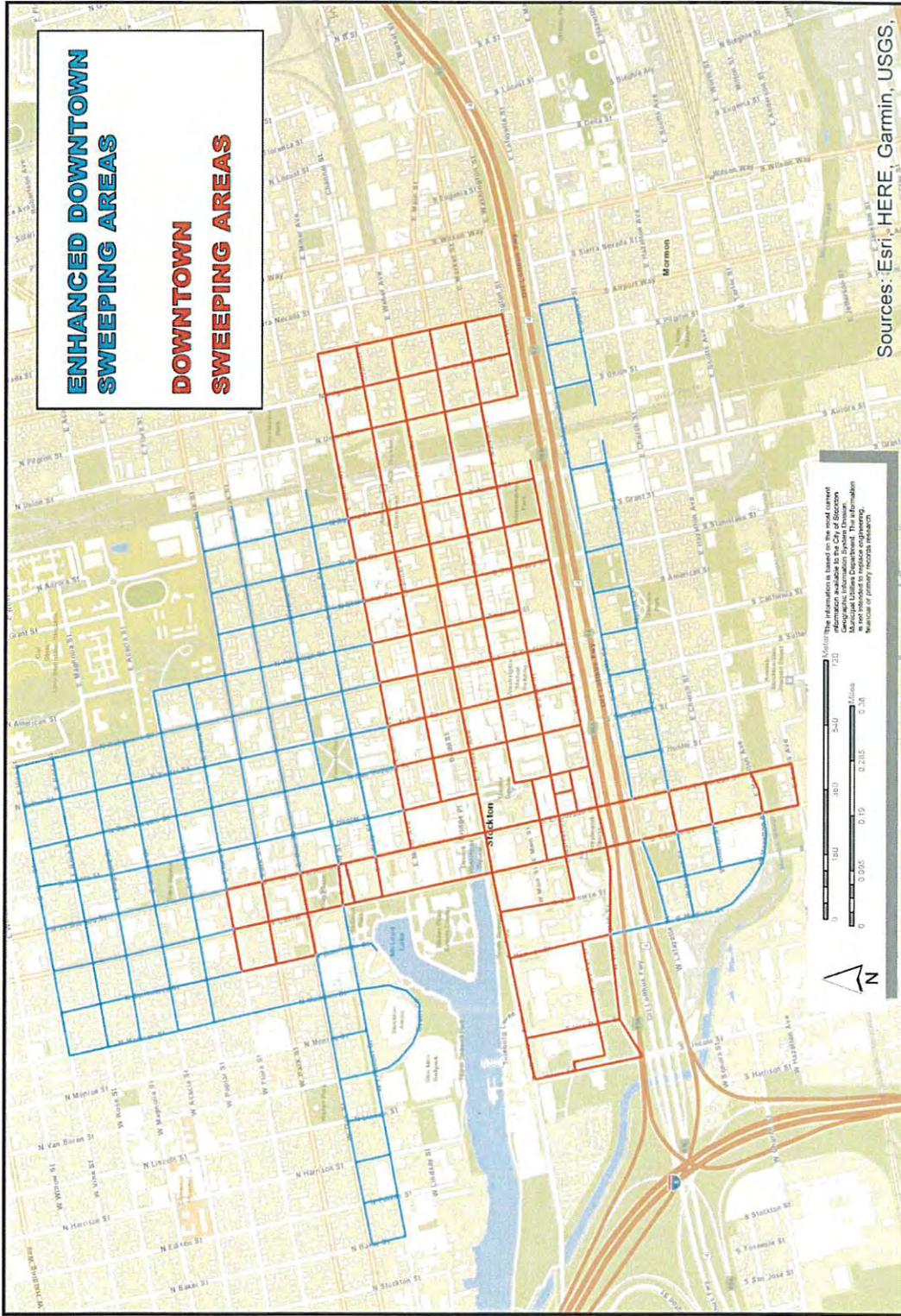
293 4. Any change in the speed of operations would automatically trigger new studies for formula  
294 calibrations, and whether additional catch basins impacts are occurring;

295 5. During seasonal events (i.e., leaf Collection) or special events, conduct a study to determine if street  
296 sweeping equipment (if more than type of equipment is used, a study for each type of equipment  
297 must be conducted) is depositing Solid Waste and debris, Organic Material, and sediments into the  
298 catch basins along the route;

299 6. If street sweeping equipment is depositing Solid Waste and Organic Material and sediments into the  
300 catch basins, a clean out schedule shall be introduced into the contract along with reporting of catch  
301 basins cleaned, Solid Waste, sediments, and Organic Material utilizing volume, weight miles driven,  
302 and type of equipment.

303 7. Provide enhanced sweeping of the downtown area on a City-directed schedule, which as of the  
304 Effective Date is provided weekly on Monday, Wednesday and Friday.

# EXHIBIT K STREET SWEEPING SERVICES



**EXHIBIT L:  
COOPERATION AGREEMENT**

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## EXHIBIT L COOPERATION AGREEMENT

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- 1 1. Each Contractor will provide collection services, port-a-let (mobile toilet facilities) and hand washing  
2 units for up to five (5) City-sponsored one-day special events each calendar year. Special event  
3 services will alternate between each Contractor beginning first with Sunrise Sanitation, followed by  
4 USA Waste and so on.  
5
- 6 2. Contractors will work jointly with each other and the City of Stockton to provide up to five (5) one-  
7 day code enforcement cleanup events each calendar year. Each Contractor shall provide one (1) roll-  
8 off truck with a forty (40) cubic yard box and a compacting truck, rear load or front load, at each  
9 code enforcement cleanup event.  
10
- 11 3. Each Contractor will provide up to five (5) community clean-ups per calendar year. Community  
12 clean-ups services will alternate between each Contractor beginning first with Sunrise Sanitation,  
13 followed by USA Waste and so on.  
14
- 15 4. Contractors will work jointly with each other and the City of Stockton to provide up to four (4)  
16 Recycling Drop-Off events each calendar year as outlined in Exhibit B5.  
17
- 18 5. Each Contractor will provide up to two (2) Compost Give-Away events each calendar year as  
19 outlined in Exhibit B5. The Compost giveaway events may be provided on the same day as the  
20 Recycling Drop-off events. If so, the Compost supply will alternate between each Contractor  
21 beginning first with Sunrise Sanitation, followed by USA Waste and so on.  
22
- 23 6. Contractors shall service public litter and recycling containers on their respective side of the  
24 franchise territory. Street sweeping, including downtown and city lots, will be split along the  
25 franchise boundary line.  
26
- 27 7. Contractors will provide collection services to City facilities as outlined in Exhibit B4. Contractors will  
28 split services by franchise boundary lines. City services listed below, located in the Sunrise Sanitation  
29 service territory, will be serviced by USA Waste.  
30
  - 31 a. Victory Park
  - 32 b. American Legion Park
  - 33 c. Stuart Gibbons Park
  - 34 d. Sandman Park
  - 35 e. Buckley Cove  
36
- 37 8. Annexations will be awarded to the Contractor, which services the franchise territory. Contractors  
38 and City at the request of the Contractor will evaluate billed residential units each five (5) years,  
39 beginning no sooner than June 2020. Should a variance greater than 10 % exist, an adjustment to  
40 the boundary lines will be made.

## EXHIBIT L COOPERATION AGREEMENT

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- 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**

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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.

9

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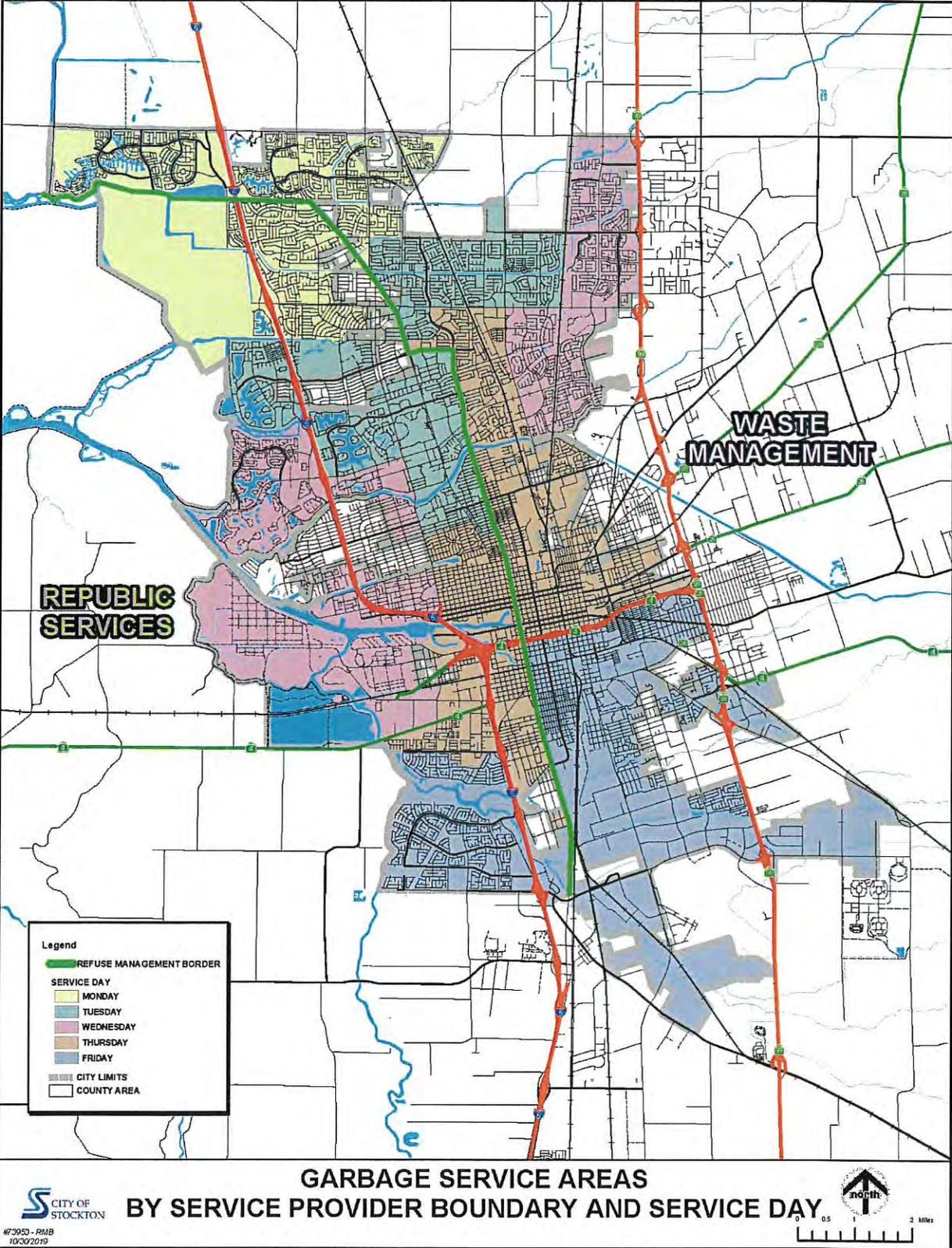
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17

# 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	✓	

## EXHIBIT N SB 1383 REQUIREMENTS

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
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			

## EXHIBIT N SB 1383 REQUIREMENTS

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
	(§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			

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
			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.			

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
<b>Edible Food Recovery</b>						
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 I 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>	✓	

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
<b>Organics Procurement</b>						
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>		
<b>Enforcement &amp; Penalties</b>						
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		

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
	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>		

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
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.			

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
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	✓	

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
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	✓	
<b>Education &amp; Outreach</b>						
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	✓	

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
	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.	Contractor shall distribute City-approved public education materials annually to all Customers, including Single-Family, Multi-Family, and Commercial Customers  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			

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
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	✓	

## EXHIBIT N SB 1383 REQUIREMENTS

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
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>	<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>	<p>Section 6.1 – Record Keeping</p> <p>Section 6.2 – Report Submittal Requirements</p>	✓	

**EXHIBIT N**  
**SB 1383 REQUIREMENTS**

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility	Agreement Reference	Within Current Provisions of this Agreement	Scope to be Confirmed Pending Final Regulations
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.	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.  In the event such information is not entered into a shared electronic platform, Contractor shall convey data to the City within the required period.	Section 6.1 – Record Keeping  Section 6.2 – Report Submittal Requirements	✓	

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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

Subject:	Directive No. <b>HR-15</b>	Page No. <b>1 of 14</b>
<b>DISCRIMINATION AND HARASSMENT POLICY</b>	Effective Date:  <b>5/1/2015</b>	Revised From: <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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

**EXHIBIT O**  
**ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY**

CITY OF STOCKTON, CALIFORNIA  
 CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:  <b>DISCRIMINATION AND                  HARASSMENT POLICY</b>	Directive No. <b>HR-15</b>	Page No. <b>2 of 14</b>
	Effective Date:  <b>5/1/2015</b>	Revised From: <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> (see below)

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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## 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

### 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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## 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

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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## ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

### CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

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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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## ANTI-HARRASSEMENT AND ANTI-DISCRIMINATION POLICY

### CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

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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.

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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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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

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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

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 12 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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 2/15/03

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

### CITY OF STOCKTON, CALIFORNIA CITY MANAGER ADMINISTRATIVE DIRECTIVE

<b>Subject:</b>  <p style="text-align: center;"><b>DISCRIMINATION AND HARRASMENT POLICY</b></p>	<b>Directive No. HR-15</b>	<b>Page No. 13 of 14</b>
	<b>Effective Date:</b>  <p style="text-align: center;"><b>5/1/2015</b></p>	<b>Revised From:</b> <p style="text-align: center;"><b>7/27/09 4/6/09 3/1/2010 (see below)</b></p>

PER-016 (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

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**

CITY OF STOCKTON, CALIFORNIA  
 CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:  DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 14 of 14
	Effective Date:  5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

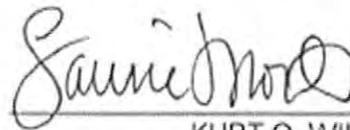
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

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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USA WASTE of CALIFORNIA, INC.  
Stockton Scavenger  
1240 Navy Drive  
Stockton, CA 95206

November 14, 2019

Eliza Garza, City Clerk  
City of Stockton  
425 N. El Dorado St.  
Stockton, CA 9522

Re: ACCEPTANCE OF RECYCLING, ORGANICS, AND SOLID WASTE FRANCHISE AGREEMENT  
BETWEEN THE CITY OF STOCKTON AND USA WASTE OF CALIFORNIA, 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 USA Waste of California, Inc. of the franchise granted by Ordinance 2019-11-05-1403-01. However, it is our understanding that the draft Franchise Agreement included in the November 5, 2019 Council agenda is subject to modification based on what the parties have negotiated.

If you have any questions or require additional information, please call me at (775) 326-2317.

Regards,

A handwritten signature in blue ink, appearing to read 'Barry Skolnick', written over a horizontal line.

Barry Skolnick, President  
USA Waste of California, Inc.

emc: John Luebberke, City Attorney  
Gordon MacKay, Public Works Director  
Grace Smith, Solid Waste Manager

**THINK GREEN!**

Resolution No. **2019-11-05-1403**

## **STOCKTON CITY COUNCIL**

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### **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:

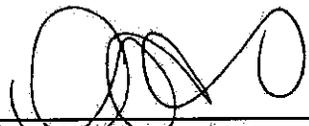
1. The City Council approves the filing of Notice of Exemption No. NOE44-19 under the CEQA for recycling, organics, and solid waste collection, processing, and disposal services, a copy of which is attached as Exhibit 1 and incorporated by this reference.

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:

  
\_\_\_\_\_  
ELIZABETH 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.

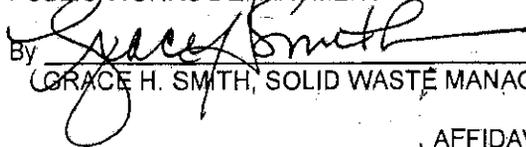
DETERMINATION/FINDING OF EXEMPTION

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**

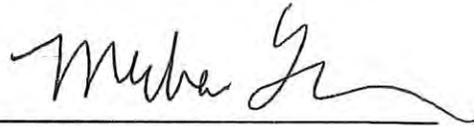
If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

**SECTION IX. EFFECTIVE DATE**

This Ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: November 5, 2019

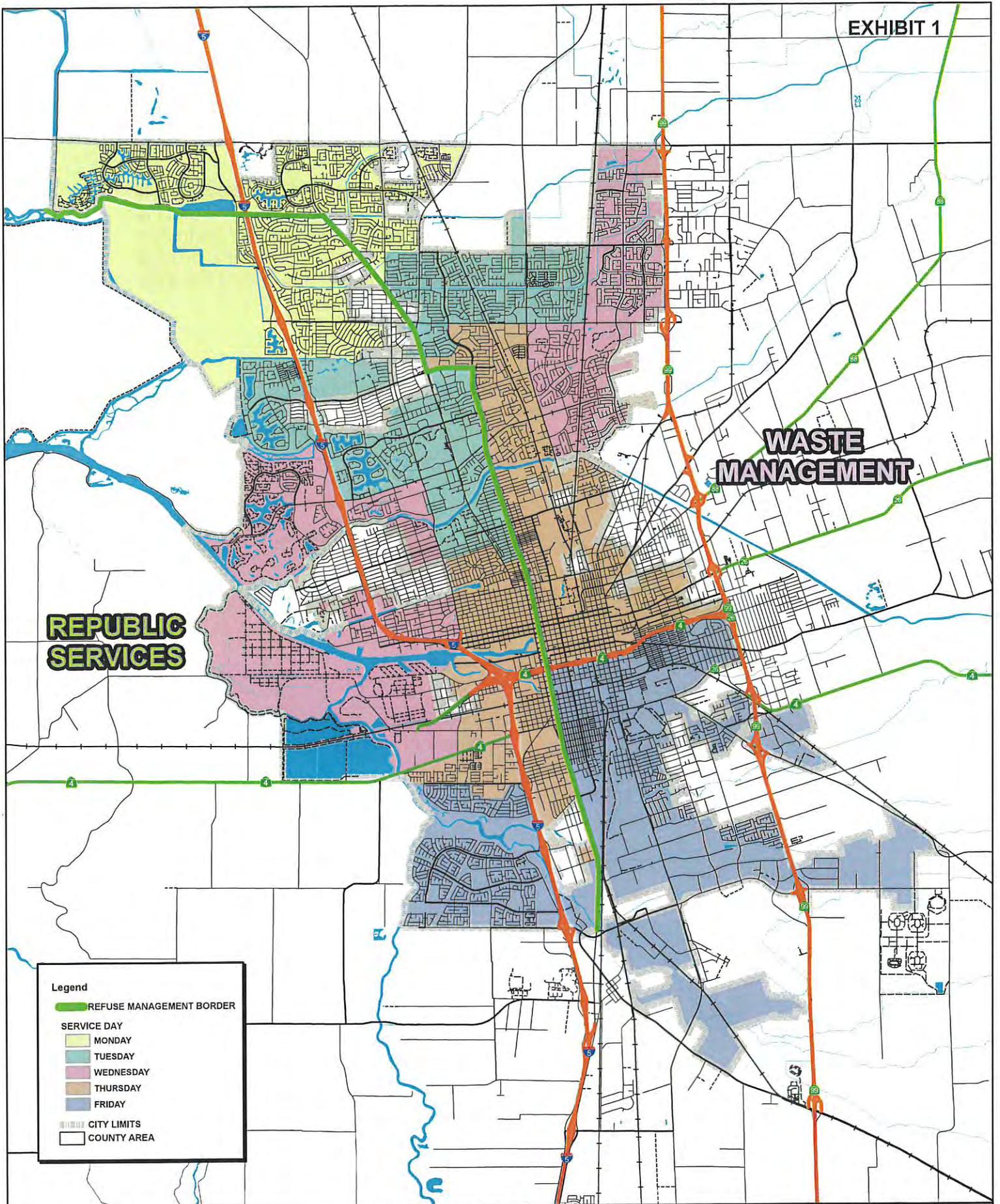
EFFECTIVE: December 5, 2019



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 <sup>1</sup> - 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 <sup>2</sup> :	\$ 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

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

<sup>2</sup> 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.

<b>Service Description</b>	<b>Rate Per Month</b>
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.

<b>Service Description</b>	<b>Rate Per Month</b>	
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 <sup>1</sup> - per household per month	\$ 12.90

Service Description	Rate Per Occurrence
Key Charges <sup>2</sup> - per container per month <sup>3</sup>	\$ 4.83
Enclosure Charges <sup>4</sup> - per container per month <sup>3</sup>	\$ 6.43
Gate Service Charges <sup>5</sup> - per container per month <sup>3</sup>	\$ 8.04
Long Walk Charges <sup>6</sup> - per container per month <sup>3</sup>	\$ 12.90
Maximum Charge - per container per month <sup>3</sup>	\$ 32.26
Container Swap Charge - After first free per year	\$ 27.95
Late Fee - after 30 days from invoice date	\$ 4.42
Extra Pickup <sup>7</sup> :	\$ 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

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

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> Enclosure charges are allowed when collection required removing a container from an enclosure and replacing it when emptied.

<sup>5</sup> Gate service charges are allowed when collection requires opening a closed or locked gate in order to access a container.

<sup>6</sup> Long walk charges are allowed when a container is placed further than 10 feet from where the collection vehicle has access.

<sup>7</sup> 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.

<b>Service Description</b>	<b>Rate Per Occurrence</b>	
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.

<b>Service Description</b>	<b>Rate Per Month</b>	
60-gal recycling container - 1x a week service	\$	9.99
90-gal recycling container - 1x a week service	\$	11.37

<b>Service Description</b>	<b>Rate Per Month</b>	
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.

<b>Service Description</b>	<b>Rate Per Month</b>	
60-gal organics container - 1x a week service	\$	14.99
90-gal organics container - 1x a week service	\$	17.05

<b>Service Description</b>	<b>Rate Per Month</b>	
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.

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<b>Service Description</b>	<b>Rate Per Month</b>	
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

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**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:	
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.

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<b>Service Description</b>	<b>Rate Per Month</b>	
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

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**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 <sup>1</sup> - per container per month <sup>2</sup>	\$ 4.83
Enclosure Charges <sup>3</sup> - per container per month <sup>2</sup>	\$ 6.43
Gate Service Charges <sup>4</sup> - per container per month <sup>2</sup>	\$ 8.04
Long Walk Charges <sup>5</sup> - per container per month <sup>2</sup>	\$ 12.90
Maximum Charge - per container per month <sup>2</sup>	\$ 32.26
Stinger Service <sup>6</sup> (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

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> Enclosure charges are allowed when collection required removing a container from an enclosure and replacing it when emptied.

<sup>4</sup> Gate service charges are allowed when collection requires opening a closed or locked gate in order to access a container.

<sup>5</sup> Long walk charges are allowed when a container is placed further than 10 feet from where the collection vehicle has access.

<sup>6</sup> 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 <sup>6</sup> :	\$ 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

<sup>6</sup> 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.

<b>Service Description</b>	<b>Rate Per Occurrence</b>	
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 <b>SOLID WASTE</b> compactor: 1 pickup per week	\$ 326.23
3 cubic yard <b>SOLID WASTE</b> compactor: 1 pickup per week	\$ 353.52
4 cubic yard <b>SOLID WASTE</b> compactor: 1 pickup per week	\$ 366.24

Service Description	Rate Per Month
2 cubic yard <b>RECYCLING</b> compactor: 1 pickup per week	\$ 163.12
3 cubic yard <b>RECYCLING</b> compactor: 1 pickup per week	\$ 176.76
4 cubic yard <b>RECYCLING</b> compactor: 1 pickup per week	\$ 183.12

Service Description	Rate Per Month
2 cubic yard <b>ORGANICS</b> compactor: 1 pickup per week	\$ 244.68
2 cubic yard <b>ORGANICS</b> compactor: 1 pickup per week	\$ 265.14
2 cubic yard <b>ORGANICS</b> 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.

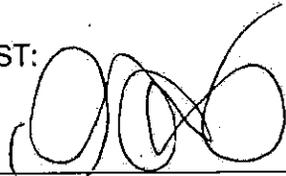
ADOPTED: November 5, 2009

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