



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of May 24, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Julie Haas-Wajdowicz, Administrative Analyst III 

APPROVED BY: Forrest Ebbs, Community Development Director 

SUBJECT: Proposed Organics Collection Rates for Collection Services with Republic Services as Required by Senate Bill (SB) 1383

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve one of the following rate structures to provide the organics collection programs mandated by SB 1383, and
2. Adopt the resolution authorizing the City Manager to enter into an agreement with Republic Services for the collection of organics material in accordance with Senate Bill 1383.

Program Options	Residential % increase	Commercial % increase
1. Antioch proposed bi weekly compost - basic conversion of existing green waste carts to Organics and diversion to a composting facility. Commercial program to continue with current implementation and service.	9.8	12.6
2. Antioch proposed Residential weekly compost, Commercial same as above.	19.2	12.6
3. Antioch Proposed Residential weekly compost and SB1383 assistance for all customers.	20.1	13.9
4. Contract extension to 2028 with weekly Residential compost collection and SB1383 assistance (*Includes a 10% franchise fee for Residential and 12% for Commercial)	15.2*	7.7*

FISCAL IMPACT

Each program option has an associated fiscal impact.

In an effort to achieve program compliance with a minimal impact on Antioch rate payers, options 1, 2 and 3 incorporate a City waiver of applicable franchise fees. The waiver of franchise fees is estimated as \$350,000 to \$600,000 less in potential City revenues.

In option 4, the franchise fee is reduced from 12% to 10% for residential service and is maintained at 12% for commercial service. Annual franchise fee revenues are estimated to increase over time only as it relates to Consumer Price Index (CPI) adjustments.

Should the Council adopt option 1 or 2 above, there will be additional costs borne by the City in the form of staff time and outreach efforts otherwise addressed by the hauler in options 3 and 4.

DISCUSSION

Background

Current legislation

Senate Bill (SB) 1383 was adopted in September 2016 and establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to rescue at least 20% of currently disposed edible food by 2025 and redirect that food to people in need.

<https://calrecycle.ca.gov/organics/slcp/electedofficials/>

From 2016-2020, the California Department of Resources, Recycling and Recovery (CalRecycle) worked to develop regulations to achieve the goals of SB 1383. These new regulations were finalized by CalRecycle in November 2020 and took effect in January 2022.

Per the regulations, the City must:

- Provide organic waste collection to all residents and businesses
- Establish a food recovery program to recover edible food from the waste stream and redistribute it for consumption
- Conduct outreach and education to all affected/relevant parties, waste generators, haulers, facilities, edible food recovery organizations, and City departments
- Conduct Capacity Planning: evaluate the City's readiness to implement SB 1383
- Procure recycled organic waste products like compost, mulch, and renewable natural gas (RNG)
- Inspect and enforce compliance with SB 1383
- Maintain accurate and timely records of SB 1383 compliance

The primary goal of proposed rate scenarios is to provide organic waste collection to all residents and businesses and to ensure that that material is diverted from the landfill. Currently, the residential green waste cart is for yard waste only and is used as Alternative Daily Cover (ADC) at Keller Canyon Landfill. As of January 1, 2020, use of this material as ADC is no longer considered recycling and is now counted as disposal under AB 1594. Additionally, SB 1383 requires the City to add food waste to our diversion programs, so our green cart contents need to be directed to a facility that can process both yard waste and food waste.

Franchise Agreement

The City of Antioch has had an exclusive waste and recycling hauling agreement with Pleasant Hill Bayshore Disposal (PHBD) since 1974. With ownership changes of PHDB over the years and regulatory changes by the state, the franchise agreement has been transferred and updated as needed. Our last major overall of the agreement was in 2010 when the franchise agreement was with Allied Waste. In 2008, Allied Waste and Republic Services merged and requested a 10-year contract extension, an annual rate adjustment methodology change and residential rate restructuring. Since then, they are now branded as Republic Services (Republic) and will be referred to thorough the reminder of this report as such. Republic offered an expanded commercial and residential programs, additional services to the City and payment of Community Impact Fees in their request. This extended the existing contract until July 31, 2025 and is the franchise agreement under which the City is currently operating. It is included as Attachment B to this staff report. Table 1 below outlines those changes. The commercial wet/dry option was never implemented, but Republic has been offering Commercial Organics Collection to all customers and has been working with their commercial customers to achieve compliance with the regulations related to SB 1826.

Table 1

	2005 Agreement	Current Agreement
Agreement Term	July 31, 2015	July 31, 2025
Annual Rate Adjustment	Residential rates can increase annually by 60% of CPI annual increase with a 5% max annual increase Commercial rates can be increased at 100% of CPI annually.	Residential rate can increase annually by 2% or 90% of CPI, whichever is greater. 5% max annual increase Commercial rates can be increased by 100% of CPI or 2% whichever is greater. 5% max annual increase
Single-Family Recycling	Bi-weekly collection – 64 gallon cart	Weekly collection – 64 gal cart Materials added to program: electronic waste,

		rigid plastics, hard cover books
Single-Family On-Call Service	2 garbage and 2 recycling on call pickups per year for additional material. For larger items such as mattresses or appliances a fee applies	2 on call garbage collections plus one large item at no charge per year. 3 recycling/yardwaste on call pickups per year Batteries and compact fluorescent light bulbs added to on call program. Reuse day drop off option
City Services		Include roll-off bins Earth Day Cleanup event and APD's monthly Neighborhood Cleanup Events to annual city services Collect recycling and garbage from all City Parks Manage Fulton Shipyard Road Annex garbage and recycling service Collection of fluorescent light bulbs from city facilities at no charge Assistance with enforcement of §6-3.02, mandatory garbage and recycling service
Commercial Recycling	Single stream (comingled) or source separated recycling service	Existing options, plus wet/dry sort option at regular garbage rates

Analysis

- SB1383 compliance

The rate increase options for selection represent efforts to show progress towards compliance with SB 1383 while keeping the rates as low as possible for Antioch

residents and businesses. Due the multifaceted requirements of SB 1383, none of the rate proposal will result in full compliance. The first step was to update the Antioch Municipal Code, which Council approved in January of this year. Having mandatory organics service to all generators is the next major milestone in the process. The City's goal is to continue to make substantial efforts to comply with SB 1383 and avoid issuance of a Notice of Violation (NOV) for as long as possible. This will delay the implementation of a Corrective Action Plan (CAP) so that the time period for the CAP will last beyond the City's solicitation for a new franchise agreement. If the City Council were to not approve a rate structure so that an organics program can be implemented this summer, the State will issue a NOV to the City. An early NOV would fast track placement on a CAP now and present the challenge of achieving compliance prior to the bidding process for the new agreement. Detailed guidance on CalRecycle's SB 1383 compliance process can be found in Attachment C of this report.

One other step that staff will be making to avoid the CAP mentioned above as well as a more aggressive a 3-6 month compliance plan, is to begin enforcement action for businesses without organics programs as required by AB 1826. Staff plans to address these by mailing notices of violation in the next month. That list of businesses is currently being finalized by staff at Republic Services. CalRecycle will be following up with staff in late June or early July to verify our progress on this issue.

While establishing the mandatory organics program and the rate structure to fund it are the primary objectives of this agenda item, Republic Services has also submitted possible rate structures to address other aspects of SB 1383 Compliance. In rate proposals #3 & 4, the cost for additional SB 1383 compliance is included. Generally speaking, both proposals address route auditing and extra outreach. Both proposals will be outlined further in the Rate options section below.

- Rate options

It is the recommendation of staff that the City Council adopt rate structure 1 or 3 listed above. Option 1 provides rate payers with the lowest possible rate increase while the City works to implement SB 1383 in a way that delays Antioch's placement on a Corrective Action Plan. Option 3 provides the highest opportunity for program success and SB 1383 implementation until a new Franchise Agreement in 2025 is in place.

Each of the 4 scenarios above have slightly different program offerings. All options include adding food waste to the residential green cart and directing the contents of those carts to a composting facility. Program details are broken out in Table 2, below and a detailed overview of each option follows. Cost overviews for Options 1-3 can be found in Attachment D. Also included in Attachment D are rate calculations for residential service for each option and a countywide comparison of the rate. The original proposal for Option 4 is included as Attachment E.

Table 2: Rate option overview

Proposed rate increases	Residential % increase	Commercial % increase	Residential green cart frequency	Route Auditing included	Additional outreach included	Franchise fees collected on rate increase	Added program features
1. Residential bi-weekly compost, existing commercial program	9.8	12.6	bi-weekly	No	no	no	
2. Residential weekly compost, existing commercial program	19.2	12.6	weekly	No	no	no	
3. Residential weekly compost and SB1383 assistance	20.1	13.9	weekly	yes	yes	no	
4. Extension 2028 with weekly Residential compost collection and SB1383 assistance	15.2	7.7	weekly	yes	yes	10% on Residential, 12% on Commercial	Yes, see Attachment E

Option 1: Biweekly residential organics collection

Option 1 converts the existing residential green waste cart (green cart) to an organics cart but keeps all other services the same. This option is the cheapest to our rate payers. It would be the easiest to implement as it only involves one additional truck and Republic should be able to implement immediately with the fleet on hand. Biweekly organics collection is not ideal and this would be a temporary solution until the new franchise agreement in 2025.

This option keeps the existing commercial organics program but there will be increased participation in the program as Republic and staff work to get all commercial accounts set up for service. Republic has been offering organics collection to those that are required to have it under SB 1826 since 2018. There has been no rate increase to cover this additional service. As we shift to requiring service for all generators, Republic is requesting a 12.6% increase to Commercial garbage and recycling rates to fold the organics costs into those rates.

Option 2: Weekly residential organics collection

Weekly residential organics is the desired collection frequency but comes at a much higher rate increase. The majority of the cost is related to the 3 additional trucks and drivers that are needed to go from biweekly to weekly collection. Collecting food waste weekly helps cut down on the potential for odors and by doing so increases participation

in the organics collection. The Commercial rate increase and program is the same for option 2 as it is for option 1.

Option 3: Weekly residential organics collection, Additional SB1383 assistance

Option 3 has the collection frequency of Option 2 but with additional SB 1383 support. Since the rate increase is nominal (.9% higher for Residential and 1.3% higher for commercial) in comparison to Option 2, should the Council wish to convert to weekly residential organics collection immediately, rather than wait until the new franchise agreement, staff recommends adopting Option 3.

The additional SB 1383 assistance Republic has included involves 2 additional full-time employees (FTE) and additional outreach funds. One FTE would be a residential route auditor, who would be responsible for conducting the route reviews that are required under SB 1383. This entails random visual inspection of cart contents for each collection route on an annual basis. The other FTE would be a 2nd Commercial Recycling Coordinator who would assist businesses with implementing the required programs in addition to the route audits required.

Option 4: Extension of Franchise Agreement to 2028

While staff is not in favor of extending the current franchise agreement, Republic has requested that the option be put forward to City Council. Option 4 includes all the program changes and SB 1383 implementation included in Option #3, but the rate increase is discounted to reflect the value Republic Services places on extending the contract for an additional 3.5 years to Dec 31, 2028. Additionally, this includes reducing the franchise fee for residential service revenue from 12% to 10% and keeping franchise fees collected on commercial customers at the current 12%.

Republic's full proposal can be found in the December 16, 2021 SB 1383 Contract Proposal (Attachment E) as SB1383 Compliant Proposal. The rate increase options before contained in this report vary slightly from that initial proposal, however the program offering does not. In Attachment E, the rate increase is a flat increase across all customer types. Staff asked for Republic to break out the cost so that each customer type is bearing the cost of the service provided. In the original rate increase request, Commercial customers would have been covering some of the costs related to residential service. In an effort to still keep residential rates as low as possible, Republic is suggesting that the City collect less in franchise fees for related to revenue collected from residential customers. This would entail changing our franchise fee to 10% for residential revenue and keeping it at 12% for commercial.

ATTACHMENTS

- A. Resolution
- B. Current Franchise Agreement
- C. CalRecycle compliance process guidance document
- D. Cost proposals and rate analysis spreadsheets
 - 1. Biweekly Residential Costs
 - 2. Weekly Residential Costs
 - 3. Commercial Costs options
 - 4. Residential Rate Scenarios
 - 5. Residential Rate options comparison to other jurisdictions
- E. December 16, 2021 SB1383 Contract Proposal
- F. Presentation Slides

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REPUBLIC
SERVICES FOR COLLECTION OF ORGANICS MATERIAL AS REQUIRED BY
SENATE BILL 1383**

WHEREAS, the City and Republic Services, DBA Allied Waste Systems did, on March 25, 2010, enter into an Exclusive Franchise Agreement for the collection of refuse, and recycling materials in the City;

WHEREAS, the City of Antioch requested and subsequently received a proposal from Republic Services to redirect green waste from use as Alternative Daily Cover to a composting facility and to add food waste to the existing green waste collection services, thus converting it to an organics collection;

WHEREAS, the City Council held a public hearing on this matter on May 24, 2022; and

WHEREAS, amendment of a franchise agreement is not a “project” as defined by the CEQA Guidelines as it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

NOW, THEREFORE. BE IT RESOLVED that the City Council of the City of Antioch hereby adopts and authorizes the following:

1. Authorizes the City Manager to enter into an agreement with Republic Services with a maximum rate increase of XX% for Residential Service and XX% for Commercial Service to implement the organics collection program options which correspond with that rate increase in order work towards compliance with SB1383 in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 24th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Elizabeth Householder
City Clerk of the City of Antioch

Amended and Restated Agreement for Collection Services

**City of Antioch
and Allied Waste Systems, Inc.
A Delaware Corporation
Db, Allied Waste Services of Contra Costa County, Inc.**

March 25, 2010

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Amended and Restated Agreement For Collection Services

This Amended and Restated Agreement is entered into and effective, _____ 2010 between the City of Antioch, a municipal corporation of the State of California (City), and Allied Waste Systems, Inc. A Delaware Corporation (Contractor), Dba CONTRACTOR Allied Waste Services of Contra Costa County and amends and restates the Agreement For Collection Services dated September 2, 2005.

This Agreement is based on the following facts:

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) and subsequent additions and amendments (codified as Public Resources Code Section 40000 et seq.), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid waste collection within their jurisdictions

B. Allied Waste Services of Contra Costa County is the City's current Contractor for collection, removal and disposal of Solid waste under a franchise agreement dated July 8, 1988 that was extended from August 1, 2010 to July 31, 2015 pursuant to an Agreement For Collection Services dated September 2, 2005. In exchange, Contractor provided expanded services and programs with the goal of meeting the City's AB 939 requirements.

C. Customers in the City are generally very satisfied with the services that they receive from the Contractor and continuing with the Contractor minimizes or avoids the risk of service disruptions that may come with a transition to a new company.

D. Contractor has requested an extension of that agreement from August 1, 2015 to July 31, 2025_. In exchange, Contractor proposes to expand garbage and recycling services at all City parks and facilities; increase special event garbage collection services; expand residential recycling services; enhance commercial recycling; provide a program to collect household batteries and compact fluorescent light bulbs; provide additional clean-up days for residential customers; and pay a Community Impact Fee of One Million Dollars to the City.

E. The City has undertaken negotiations with the Contractor to develop this Agreement; the negotiations have resulted in a satisfactory result; the Contractor agrees to and acknowledges that it shall collect, transfer, transport, process and dispose of all Solid waste collected in the City area and the City is not instructing the Contractor how to collect or where to dispose of Solid waste, including Recyclable materials and Green waste; and this Agreement reflects the results of the negotiations and is satisfactory to the parties.

Now, therefore, the parties agree as follows:

Article 1. Definitions

1.01 Definitions. For the purpose of this Agreement, the definitions contained in this Article apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of the word or phrase as contained in Chapter 3 of Title 6, "Solid Waste and Rubbish: of the Antioch Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender includes the feminine gender.

Agreement means this franchise agreement (dated as as of the first date on page 1 of the Agreement, including all exhibits and attachments, and any amendments thereto) between the City and the Contractor for collection, transfer, transportation and disposal of Solid waste and other services related to reliable Solid waste collection.

Americans with Disabilities Act (ADA) means 42 United States Code 12101-12213 and 27 United States Code 225 and 611 and all federal rules and regulations relating to it.

Bin means a container with capacity of one to eight cubic yards, with hinged lid and wheels/no wheels serviced by a front end-loading truck.

Bulky waste or **bulky items** means discarded large household appliances such as washers and dryers, dishwashers and other appliance without Freon (white goods), e-waste, furniture, tires, carpets, mattresses and similar large items which require special handling due to their size, but can be collected without special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned vehicles or household hazardous waste (except for e-waste).

California Integrated Waste Management Act of 1989 or **AB 939** means California Public Resources Code Section 40000 and following, and subsequent amendments to it.

Cart means a container with a hinged lid and wheels serviced by an automated or semi-automated loading truck with varying capacities of approximate 20 to 100 gallons.

City Manager means the City Manager of Antioch or his or her designee.

Collection, collect and collection services means the collection of:

- (a) Solid waste and its transportation to a transfer station or landfill;
- (b) Recyclable material and its transportation to a processing or materials recovery facility; and
- (c) Green waste and its transportation to a processing facility or landfill.

Commercial means a primarily non-residential use, including retail sales; professional services; wholesale operations; manufacturing and industrial operations; healthcare and educational operations; and institutional, governmental and non-profit uses. It does not include a business conducted in a residence with a home occupation use permit.

Commercially generated Recyclable materials means Recyclable material generated at commercial property and separated by the generator for collection in a manner different from Solid waste.

Commingled recyclables or mixed recyclables means more than one type of Recyclable material in a bin, cart, drop box, compactor or other type of container that is separated from Solid

waste. This material includes, but is not limited to, wood, paper, plastic, metals, glass, and other dry waste. Commingled recyclables excludes Mixed waste or Contaminated recyclables.

Compactor means a mechanical apparatus that compresses materials.

Compost means the product resulting from the controlled decomposition of organic wastes, including Green waste, wood waste and food waste which are not hazardous wastes.

Construction and demolition debris means wood, wallboard, metals, glass, paper, plastic, concrete, and other recyclable and non-recyclable Solid wastes, including Mixed waste, generated by residential, commercial and industrial demolition, remodeling, and construction activities. (See Article II of Chapter 3 of Title 6 of the Antioch Municipal Code)

Container means an approved container used for the disposal and storage until collection of Solid waste, Green waste or Recyclable material. It includes a cart, bin, or drop box (or roll-off box, debris box).

Contractor means a company that has entered into a franchise agreement with the City for the collection of Solid waste, Green waste and/or Recyclable materials, under Chapter 3 of Title 6 of the Antioch Municipal Code.

Disposal means the ultimate disposition of Solid waste collected by Contractor at a landfill in full regulatory compliance or other fully permitted disposal site. Disposal does not include alternative daily cover (ADC) to the extent state law defines ADC as landfill diversion for the purposes of AB 939.

Diversion requirement means the diversion of 50% or more of the Solid waste and recyclables disposed of in the city, as required by AB 939 and any subsequent actions.

Drop Box means an open-top container with a capacity of eight to fifty cubic yards that is serviced by a roll-off truck. "Handy hauler" means a small drop box with a capacity of four to six cubic yards generally used by customers on a temporary basis.

Environmental laws mean all federal and state statutes and Contra Costa County ordinances and regulations concerning public health, safety and the environment, including amendments to them. These include (by way of example and not limitation):

- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq;
- the Resource Conservation and Recovery Act, 42 U.S.C. §69012 et seq.;
- the federal Clean Water Act, 33 U.S.C. §1251 et seq.;
- the Toxic Substances Control Act, 29 U.S.C. §1 601 et seq.;
- the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.;
- the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.;
- the California Toxic Substances Account Act, California Health and Safety Code §25300 et seq.;
- the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.;
- the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.

E-waste or electronic waste means discarded electronic equipment such as stereos, radios, speakers, televisions, computers, monitors, VCRs, printers, copiers, facsimile machines, DVDs, microwaves, telephones and similar items (including cathode ray tubes and other universal waste which may require special handling).

Exempt waste means those wastes, including hazardous waste and infectious waste, included within the exemptions set forth in Antioch Municipal Code Section section 6-3.01.

Food waste means food scraps separated from Solid waste and offered for collection by the Contractor, that will decompose and/or putrefy including (i) all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs, and (ii) paper waste contaminated with food waste or otherwise not accepted pursuant to the service specifications.

Garbage. See Solid waste.

Green waste means organic material from trees, shrubs, grass and other vegetation. Trees may not be more than six inches in diameter. Green waste does not include plastic bags, bricks, rocks, gravel, large quantities of dirt, concrete, sod, non-organic wastes, loose fruits and vegetables, tree trunks, stumps, palm fronds, branches more than six inches in diameter or three feet in length, or pet waste.

Hazardous waste means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as hazardous waste by the United States Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), and all future amendments thereto. However, for the purposes of this Agreement, hazardous waste shall not mean household hazardous waste which may be contained in Solid waste provided that the City is in compliance with federal, state and local laws related to the diversion of household hazardous waste.

Household hazardous waste means hazardous waste generated at residential sites in the City, including normal residential amounts of household chemicals, pesticides, motor oil, paint, products containing mercury, e-waste categorized as universal waste (such as television tubes or monitors), anti-freeze, and lead-acid batteries.

Landfill means a permitted disposal site which accepts Solid waste.

Litter means any quantity of improperly discarded waste materials, including paper, metal, plastic, glass or other miscellaneous Solid waste thrown or deposited in the public right-of-way, public property or water.

Materials recovery facility (MRF) means a permitted facility where Solid waste or Recyclable material is sorted or separated for recycling, reuse or processing.

Medical waste or Infectious waste means waste which may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, hospitals, and similar facilities processing wastes which may include human or animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves. (Reference: 17 Cal. Adm. Code 314(d); Health and Safety Code Sections 118215 and 25015 et seq., especially 25117.5).

Mixed waste or Contaminated recyclables means combined Recyclable materials and non-Recyclable materials.

Multi-family residential means residential premises having multiple residences, which have centralized Solid waste services. In this Agreement, premises may be classified as residential (with individual billing for each residence) or multi-family residential (with a single billing for each complex or group of units).

Premises mean any land or building in the City where Solid waste is generated or accumulated.

Processing facility means a facility to which residential Green waste, food waste or Recyclable material is brought to be processed (into compost, mulch, or soil amendment), separated, recycled or reused.

Recyclable materials means and includes glass, paper, cardboard, wood, concrete, plastic, used motor oil & filters, ferrous and non-ferrous metal, aluminum, and any other waste materials that are capable of being recycled. The terms recycle, recycled and recycling each mean and refer to the process of collecting, sorting, cleansing, treating, reconstituting and/or selling recycling materials, and returning them to the use in the economy. It includes construction and demolition debris, including asphalt and concrete. (See regulations regarding management plan for construction and demolition debris at Article II of Chapter 3 of Title 6 of the Antioch Municipal Code)

Recycling center means a facility established and licensed for the collection of Recyclable materials, including but not limited to buy-back centers or drop-off locations, which are supplemental to the curbside recycling program operated by Contractor.

Refuse. See Solid waste.

Residence or dwelling unit means an individual living unit having bathroom and kitchen facilities in a **single-family (SFD)** or a **multi-family (MFD)** building. (See also multi-family residential.) It does not include a hotel or motel or an institutional facility.

Rubbish. See Solid waste.

Salvage means the authorized and controlled accumulation of Solid waste materials for subsequent use.

Service specifications means the detailed operational description and other data that are contained in Exhibit A and that provide the baseline used by the City to measure the success of specific programs described in this Agreement.

Solid waste and waste each mean all putrescible and non putrescible solid, semi-solid, and liquid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, commercial and industrial wastes, Green waste, Construction and demolition debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. Solid waste and waste include Recyclable materials that are discarded by the generators of such materials and Mixed waste which include both recyclable and non-recyclable materials. Solid waste and waste does not include any of the following wastes: (1) hazardous waste, as defined in Public Resources Code Section 40141; (2) radioactive waste; and (3) medical waste regulated pursuant to the Medical Waste Management Act. It includes all Recyclable materials that are discarded by the generator, and Mixed waste. Solid waste does not include exempt waste, as defined above.

Refuse means garbage and rubbish. It does not include Green waste or Recyclable material that has been separated out for recycling, recovery or reuse.

Rubbish means non-putrescible Solid wastes such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber byproducts or litter.

Source separated means the generator's segregation from Solid waste of materials designated for separate collection for recycling, recovery or reuse.

Transfer station means a facility used to receive Solid wastes, temporarily store or process the materials in the Solid wastes, or to transfer the Solid wastes directly from smaller to larger vehicles for transport.

Universal wastes are hazardous wastes that are more common and pose a lower risk to people and the environment than other hazardous wastes. (see California Code of Regulations, Div. 4.5, chapter 23.) They include, for example; mercury thermostats, switches and thermometers; batteries; fluorescent and high-intensity lamps; non-empty aerosol cans; certain consumer electronic devices; and cathode ray tubes such as those found in television and non-flat monitors.

Waste generator or **generator** means the person who produces the Solid waste, Recyclable material or Green waste, or whose act first causes the Solid waste to become subject to regulation. (Public Resources Code §§40170, 40191)

White goods means inoperative or discarded refrigerators, ranges, water heaters, freezers, washers, dryers, and other similar large household appliances. (See also, bulky items.)

Article 2. Exclusive Agreement

2.01 Exclusive Agreement. The Contractor is granted an exclusive right to provide collection processing and disposal services within the City for Solid waste, Recyclable materials and Green waste for single family residential, multifamily residential, commercial and industrial premises except for exempt wastes, self-hauling if permitted by the City following consultation with contractor regarding reasonable regulations, or as otherwise limited by this Agreement or by law. This Agreement is based on the statutory and constitutional powers provided to the City effectuated through the contractual terms of this Agreement. Contractor accepts this right and privilege and contractually agrees to perform according to the terms, benefits and obligations provided for herein.

2.02 Generator's Recycling Obligation. Generators may dispose of Recyclable materials, Green waste and bulky items by lawful means as provided for in Chapter 3 of Title 6 of the Antioch Municipal Code, including but not limited to, taking Recyclable materials, Green waste or bulky items directly to drop-off facilities and donating or selling such items to private or public entities.

2.03 Contractor Warranties. In signing this Agreement, Contractor warrants that to the best of its knowledge the following is true and accurate:

a. Contractor Resources. Contractor possesses the business, professional, and technical expertise to collect, transport, process, and transfer the Solid waste and Recyclable material generated in the City; and Contractor possesses the equipment, facility, and employee resources required to perform the services specified in this Agreement.

b. Agreement Will Not Cause Breach. To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance by Contractor of its obligations hereunder: (i) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to Contractor; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

c. No Adverse Judicial Decisions. To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement and may subject this Agreement to legal challenge.

d. No Legal Prohibition. To the best of Contractor's knowledge, after reasonable investigation, there is no applicable law in effect on the date Contractor signed this Agreement that would prohibit the performance by the Contractor of its obligations under this Agreement and the transactions contemplated hereby.

e. Contractor's Investigation. Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder and has taken these matters into consideration in its agreement to provide these services in exchange for the compensation provided for under the terms of this Agreement.

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

g. Contractor Authorization. Contractor has the authority to enter into and perform its obligations under this Agreement. The board of directors of Contractor (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Contractor represent and warrant that they have authority to do so. This Agreement constitutes the legal, valid and binding obligation of the Contractor.

h. Statements and Information in Contractor's Proposal. The information supplied by Contractor in all written submittals made in connection with Contractor's services, including Contractor's Proposal dated March 24, 2003 and letter of February 5, 2010 and the negotiation and execution of this Agreement, and all written representations and warranties made by Contractor throughout this Agreement are true, accurate, correct, and complete in all material respects on and as of the effective date of this Agreement.

i. No Litigation. To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

2.04 Conditions to Effectiveness of Agreement. The obligation of the City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each of the conditions set out below, each of which may be waived in whole or in part by the City.

a. Accuracy of Representations. Representations and warranties made by Contractor in Section 2.03 and throughout this Agreement are accurate, true and correct on and as of the effective date of this Agreement.

b. Absence of Litigation. There is no litigation pending or threatened in any court challenging the award of this Agreement to the Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance as of the effective date of this Agreement.

c. Furnishing of Insurance and Financial Assurances. Contractor has furnished satisfactory evidence of the insurance and the financial assurances required by Article 13 of this Agreement.

d. Effectiveness of City's Council's Action. City's Resolution No. 2010/14 approving this Agreement shall, pursuant to California law providing that such a resolution is subject to referendum for 30 days following approval, shall become fully effective prior to the effective date of this Agreement.

e. Corporate Guarantee. On or before the date of signature of this Agreement the Contractor shall provide a guarantee or other assurance acceptable to the City from Contractor's ultimate parent company, or other parent company acceptable to the City, guaranteeing or assuring performance under this Agreement by the Contractor. The guarantee will be incorporated into this Agreement as Exhibit D.

2.05 Limitations to Scope. This grant to the Contractor of an exclusive agreement, right and privilege to collect, transfer, transport, process and dispose of Solid waste, including Green waste and Recyclable materials, shall be interpreted to be consistent with state and federal laws, now and during the term of the Agreement, and the services provided hereunder shall be limited by applicable state and federal laws, regulations or judicial decisions or orders with regard to the matters contained in this Agreement. If future interpretations of applicable state and federal laws, regulations or judicial decisions or orders limit the ability of the City to lawfully provide for the scope of agreement as specifically set forth herein, in the City's reasonable discretion, the Contractor agrees that the scope and extent of the Agreement will be limited to those services which may be lawfully provided for under this Agreement, and that the City shall not be responsible for any lost profits claimed by the Contractor arising out of further limitations of the scope or extent of services of the Agreement set forth herein. In such an event, it shall be the responsibility of the Contractor to minimize the financial impact to those remaining services being provided as much as possible. This includes but is not limited to a City decision to allow self-hauling in regulated situations.

Article 3. Term of Agreement

3.01 Term. The term of this Agreement shall be for a period beginning September 1, 2005 and terminating on July 31, 2025, subject to Section 3.02 below.

At the end of the term, the City may renegotiate the terms and conditions of the Agreement with the current Contractor or select another means to procure or provide collection services. The City has no obligation to renegotiate, renew, or extend the rights granted to Contractor hereunder.

3.02 Additional Services. The primary consideration of the City in entering into this Agreement with Contractor, which extends to the Contractor the exclusive right to collect Solid waste, Recyclable materials and Green waste for single family residential, multifamily residential, commercial and industrial customers within the City limits until 2025, is to provide for a comprehensive system of Solid waste collection, diversion and reuse for all sectors of the waste stream in order to comply with the diversion requirements of AB 939 and subsequent legislation and regulations (collectively referred to as "AB 939"). City is also providing both the rights and responsibilities for collection and processing of Recyclable materials to Contractor in reliance on Contractor's stated commitment and ability to meet the diversion requirements of AB 939. Beginning January 1, 2006, and each year thereafter, City and Contractor shall examine the City's diversion rate in any year, Contractor shall propose corrections to current programs or new programs which are designed to enable City to meet the state mandated diversion requirements. Contractor shall implement only such additional programs which Contractor and City agree may be appropriate.

If the actions required of Contractor under this Agreement, including the undertaking of any additional programs as provided for in this section, fails to result in compliance with any of the state mandated diversion requirements under AB939 and subsequent enactments, City and the Contractor shall meet and confer to evaluate the existing programs and discuss modifications and/or additions that will assist the City in meeting the state mandated diversion requirements under AB 939. City compliance with state mandated diversion requirements shall be evaluated by reference to the California Department of Resources Recycling and Recovery (CalRecycle) final compliance determination for the City for the years starting with 2005.

In addition, consideration for the extension to the Agreement is set forth in the recitals to the Agreement.

3.03 Defense of Agreement. Contractor may at its election, and if it makes that election, at its sole expense, defend the validity of this Agreement against all challenges to the Agreement including challenges to any compensation or fees provided to City, by any entity or person not a party to this Agreement. Neither the City nor the Contractor shall have any liability to each other resulting from a determination that this Agreement violates any state or Federal law, statute, or constitutional provision, except to the extent such determination relates to the Contractor's willful misconduct or negligence. However, if the Contractor elects to not defend the validity of this Agreement, the City may, upon reasonable notice, terminate the Agreement at its election, and if it makes that election, it shall have no liability to the Contractor resulting from that election to terminate. Contractor's sole remedy shall be to receive the Contractor's compensation for services rendered by Contractor up to the date of termination, minus any monies due the City provided for under this Agreement.

3.04 Disposal or Processing of Collected Materials. The Contractor shall dispose of or deliver for processing all materials collected under this Agreement at a transfer station, landfill, materials recovery facility or other appropriate state-licensed facility of its sole choice.

3.05 Status of Transfer Station. Any transfer station utilized must be designed and constructed in accordance with all applicable state and local laws (e.g., California Environmental Quality Act (CEQA), California Code of Regulations, etc.). The transfer station must maintain full regulatory compliance with all permits from federal, state, regional, county and city agencies necessary for it to operate as a transfer station and is in compliance with all such permits. Contractor shall provide copies to the City of all notices of violation or amendments to permits that could affect the Contractor's ability to perform under this Agreement.

Any transfer station selected by the Contractor must be authorized to accept, under its existing permit, and have sufficient uncommitted capacity to accept, all Solid waste generated in the City and delivered to it by, or on behalf of, the City for the duration of the Agreement. The Contractor shall immediately notify the City of any notice of breach or default received from the transfer station. A third party letter prepared by Contra Costa Health Services Department stating that as of the signature date of this Agreement the disposal company continues to meet the regulatory compliance requirements of this Section 3.05, must be sent to the City Manager upon request.

3.06 Status of Disposal Site. Any landfill utilized by the Contractor must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). The landfill must have all required permits from federal, state, regional, county and city agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits. The Contractor shall provide copies to the City of all notices, of violations, that could affect the Contractor's ability to perform under this Agreement, or amendments to permits, including any extensions.

Any landfill must be authorized to accept, under its existing permit, and have sufficient uncommitted capacity to accept, all Solid waste delivered to it by, or on behalf of, the City for the duration of this Agreement. The selected landfill should not maintain the co-disposal of hazardous waste with municipal Solid waste. The Contractor shall immediately notify the City of any notice of breach or default received from the landfill. A third party letter prepared by Contra Costa Health Services Department stating that as of the signature date of this Agreement the disposal company continues to meet the regulatory compliance requirements of this Section 3.06, must be sent to the City Manager upon request.

3.07 Closure of Disposal Site. The closure and post-closure maintenance plans required by 14 California Code of Regulations Section 18260 et seq. must be submitted to and not disapproved by the state and local permit enforcement agencies having jurisdiction over the landfill utilized by Contractor. The disposal site owner must have submitted evidence to the appropriate governing authorities of adequate provisions to finance the closure and post-closure maintenance of the landfill as required by 14 California Code of Regulations Section 18260 et seq. and these arrangements have also been approved by the state and local permit enforcement agencies having jurisdiction. The mechanism which the disposal site owner currently plans to utilize to meet the state requirement of financial assurance for closure and post closure maintenance is a performance bond. Disposal site owner may change this mechanism to another legally authorized mechanism if the change is approved by the California Integrated Waste Management Board. Evidence of compliance with state regulations regarding closure and post-closure funding and financial assurances shall be provided to the City upon request. A third party letter prepared by Contra Costa Health Services Department stating that as of the signature date of this Agreement the disposal site owner continues to meet the closure and post-closure

financial assurance requirements of this Section 3.07, must be sent to the City Manager upon request.

3.08 Prior Agreement Superseded. The parties previously entered into an agreement for services similar to those specified in this Agreement. That agreement, including extensions is scheduled to terminate on August 1, 2015. In signing this Agreement and upon its effective date, Contractor stipulates that except for any provisions of the prior agreement specified as surviving the termination of the agreement (including but not limited to record keeping, insurance, and indemnity), all rights and responsibilities of the parties contained that that prior agreement are superceded by this Agreement.

Article 4. Services Provided by the Contractor

4.01 Collection, Recycling and Education Services and Programs. Contractor shall provide the collection, recycling and education services and programs described in the service specifications incorporated into this Agreement as Exhibit A.

At the City's request, it is Contractor's responsibility to investigate and report to City regarding suspected violations of the rights provided under this Agreement, the City's Solid waste ordinance, or the City's construction and demolition debris ordinance, by generators or other businesses providing recycling or collection services.

4.02 City Right to Direct Changes.

a. Procedure for Making Changes. The City may direct Contractor to: perform additional services including new diversion programs and additional public education activities; eliminate programs; modify the manner in which it performs existing services; and perform pilot programs and innovative services, which may entail new collection methods, targeted routing, different kinds of services, different types of collection vehicles, and/or new requirements for generators. Contractor shall be entitled to an adjustment in its compensation in accordance with Section 5.07 for providing such additional or modified services but not for the preparation of its proposal to perform such services. The City Council will adjust Contractor's maximum rates to compensate Contractor for its reasonable, net costs of providing such additional or modified services.

Contractor shall present, within 30 calendar days of the City's request, a proposal to provide the additional or expanded services described in this Section 4.02. At a minimum, the proposal shall contain a complete description of the following:

1. Collection methodology to be employed (equipment, manpower, etc.).
2. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
3. Labor requirements (number of employees by classification).
4. Type of materials.
5. Containers to be utilized.
6. Provision for program publicity/education/marketing.
7. Five year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

Contractor acknowledges and agrees that the City may permit other persons besides Contractor to provide additional Solid waste collection services not otherwise contemplated in this Agreement if Contractor and the City cannot agree on terms and conditions of such services in 120 calendar days from the date when the City first requests a proposal from the Contractor to perform such services.

b. Monitoring and Evaluation. Upon the City's request, the Contractor shall meet with the City to describe the progress of each new program and other service issues. If applicable, Contractor shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or

processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by the Contractor and/or the City necessary to evaluate the performance of each program.

At each meeting, the City and the Contractor shall have the opportunity to revise the program based on mutually agreed upon terms. The City shall have the right to terminate a program if, in its sole discretion, the Contractor is not cost effectively achieving the program's goals and objectives. Prior to such termination, the City shall meet and confer with the Contractor for a period of up to 90 calendar days to resolve the City's concerns. Thereafter, the City may utilize a third party to perform these services if the City reasonably believes the third party can improve on Contractor's performance and/or cost. Notwithstanding these changes, Contractor shall continue the program during the meet and confer period and, thereafter, until the third party takes over the program.

4.03 Responsibility for Service Billing and Collection. The Contractor is responsible for the billing and collection of payments for collection services. The Contractor shall not bill for collection services rendered to City facilities as described in Section 4.04. (See Article 5, Rates, Charges and Contractor Compensation.)

4.04 Service to City Facilities. Contractor shall provide Solid Waste collection and recycling services to all City facilities at no cost. Currently, those facilities are listed with service levels in Exhibit C. The Solid waste collection service shall be at least weekly at each location. Contractor will provide for the service of recycling and garbage receptacles at all City Parks and Trails at no cost to the City. Service to Parks must be done weekly at a minimum and more often as need to insure that receptacles are not overflowing and debris is contained. Any changes to service levels must be agreed upon by Contractor and the City prior to start of service. Annually, or more frequently as needed, Contractor and the City will review the waste stream at each facility to evaluate diversion programs and make changes to service levels.

In addition to the collection services outlined in Exhibit C, Contractor will agree to receive the City's direct off haul of cake solids that are produced at the Water Treatment Plant dewatering facility once it is constructed. The solids will be produced and shipped to the landfill disposal site between 20 to 30 percent cake. If possible, this material should be used as Alternative Daily Cover and City will pay an agreed upon rate for this disposal. Except as provided herein, the City or its agents or subcontractors shall not direct haul waste to transfer or disposal facilities owned by Contractor for free disposal without prior agreement from Contractor.

The free City services provided for in this Section shall not include free hauling and/or disposal of Construction and demolition debris from the demolition or renovation of City buildings or structures, or the hauling or disposal of waste stream sludge/solids, if allowed by operating permits, generated from water treatment works. In the event the City wishes to have Contractor provide these services, Contractor shall negotiate a fee for such services with the City that will compensate Contractor for the reasonable value of such services.

4.05 Service Standards. Contractor shall perform all collection services under this Agreement in a thorough and professional manner so that the residents and businesses are provided reliable, courteous, timely and high quality collection services at all times. Collection services described in this Agreement shall be performed regardless of weather conditions or difficulty of collection.

4.06 Labor and Equipment. Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of Contractor's

obligations under this Agreement. Contractor shall at all times have sufficient backup equipment and labor to fulfill Contractor's obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to Contractor by City or by any customer except as expressly provided by this Agreement. (See also Article 10, Contractor's Office, Personnel and Collection Equipment.)

4.07 Purchase, Distribution and Ownership of Carts. The Contractor is responsible for the purchase and distribution of fully assembled and functional garbage, recycling and green waste carts, bins and drop boxes. Contractor retains ownership of the carts, bins and drop boxes and shall provide all necessary maintenance.

Each SFD and MFD customer shall be permitted one free replacement container per any twelve month period to replace a stolen or damaged container or to swap a dirty container for a clean one. SFD and MFD customers may also exchange one container size for a different container size per any twelve month period at no charge. This limitation shall not effect Contractor's obligation to repair containers which are damages due to normal collection activities.

4.08 Holiday Service. The Contractor observes December 25th and January 1st as legal holidays. Contractor is not required to provide collection services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a work day (Monday through Saturday), SFD collection services for the holiday and each work day thereafter will be delayed one work day for the remainder of the week, with normally scheduled Friday SFD collection services being performed on Saturday. MFD and commercial collection services shall be adjusted as necessary but must meet the minimum frequency requirements of one time per week.

4.09 Spillage and Litter. The Contractor shall not litter premises in the process of providing collection services or while its vehicles are on the road. The Contractor shall transport all materials collected in such a manner as to prevent the spilling or blowing of such materials from the Contractor's vehicle. The Contractor shall exercise all reasonable care and diligence in providing collection services so as to prevent spilling or dropping of Solid waste, Green waste or Recyclable materials and shall immediately, at the time of occurrence, clean up such spilled or dropped waste or materials.

The Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the customer; however, the Contractor shall clean up any material or residue that is spilled or scattered by the Contractor or its employees.

Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, Contractor shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. Contractor shall notify City Manager of any spills including the location, material, how it occurred and how it was cleaned up.

Contractor shall cover all open drop boxes during transport and shall take such similar physical steps as are necessary to avoid unacceptable spillage from collection vehicles.

4.10 Ownership of Materials. Once Solid waste is placed in containers and properly presented for collection, ownership and the right to possession shall transfer directly from the

generator to Contractor by operation of this Agreement. Contractor is hereby granted the right to retain, process, dispose of, and otherwise use such Solid waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, process, dispose of, or use the Solid waste which it collects. Solid waste, or any part thereof, which is disposed of at a disposal site or facility (whether landfill, transformation facility, transfer station, or materials recovery facility) shall become the property of the owner or operator of the disposal site(s) or facility once deposited there by Contractor. Contractor shall be entitled to retain all revenues from the sale of Recyclable materials collected by Contractor pursuant to this Agreement.

4.11 Special Collection Services. Contractor shall, free of charge, collect Solid waste and Recycling for a minimum of three special events for the City, such as parades or civic events, as determined by the City as well as one 30 cubic yard debris box for specific monthly neighborhood clean-up events organized by the police department or other city department. Contractor shall provide an adequate number and type of collection containers for the special events and shall coordinate its collection services with the City. Recycle containers shall be provided upon request.

Contractor shall partner with a non-profit organization to schedule an annual reuse day where businesses and residents can drop off reusable items at a location with the City. The event details must be approved by the City.

Requests for donated collection services for special events by other entities can be approved and fulfilled at the discretion of the Contractor.

4.12 Regularly Scheduled and Temporary Bins. Contractor shall provide regularly scheduled and temporary bins/drop box service for the purpose of collection of non-hazardous Solid waste to all persons requesting and paying for such service. Contractor shall deliver and collect bins at the direction of the customer. Drop boxes and bins shall be kept free of graffiti and maintained in good repair. Drop boxes must be dropped on the customer's property and not the City right of way. Drop boxes delivered on the street in front of a customer's property require authorization from the City. Encroachment permits are required for any box to be delivered on the streets. Drop boxes shall be delivered within one working day of the receipt of a customer's request. Contractor's failure to meet these requirements may result in assessment of a liquidated damage as provided in subsection 12.02 g.

4.13 Noise. All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, state, county and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed seventy decibels at a distance of 50 feet with the exceptions of 85 decibels for one-minute duration as measured from a distance of 50 feet. The City may conduct random checks of noise emission levels to ensure such compliance. Contractor shall promptly resolve any complaints of noise to the satisfaction of the City Manager.

4.14 Property Damage. Contractor shall be responsible for any damage it causes to private property and any damage it causes to the City's driving surfaces, whether or not paved, and associated curbs, gutters and traffic control devices, resulting from or directly attributable to any of its operations. Nothing in this paragraph is intended to create any new or additional liability of Contractor than would otherwise arise from Contractor's use of public roads or right-of-way

4.15 Litter and Debris pickup for City streets and public right of ways

Contractor shall be responsible for the litter collection services on streets and public right of way. This shall include the pickup of litter scattered on local streets and material illegally dumped on sidewalks and near local waterways in the areas defined in Exhibit E. Contractor can provide services directly or may subcontract work upon approval of the City. Contractor shall publicize the Contra Costa Clean Water Program toll free number, 1-800 NO DUMPING as a resource for people to report illegal dumping of debris. Reports of illegal dumping of debris made to this number for sites within the City shall be forwarded to the Contractor for resolution. The number of calls, the amount of material collected and the locations of the material will be reported to the City monthly.

4.16 Oversight of City's Fulton Shipyard Road Annex

Contractor shall provide oversight and the resources necessary to ensure that the debris delivered to the City's Fulton Shipyard Road Annex (Annex) is sorted and collected in a timely manner. The material placed at the Annex for collection shall only be related to City related work, including work done directly by city employees and sub-contractors approved by the City to use the Annex. Accumulation of Hazardous Materials shall not be permitted at the Annex. Additionally the Contractor shall not use the Annex for the accumulation of Solid Waste from non-City related work without the written authorization from the City. Staging of Contractor related equipment shall be limited to 5 roll-off bins. Any other storage of Contractor equipment requires written approval from the City. The City shall have the right to review, provide feedback and approve of any changes to the processes and uses for the Annex.

Article 5. Rates, Charges and Contractor Compensation

5.01 Compensation. Contractor's compensation for services shall be provided by the revenues generated by the rates that Contractor imposes, which the maximum rates set forth in Exhibit B, as such rates and charges may be adjusted pursuant to this Agreement. The full, entire and complete compensation due Contractor for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, disposal, profit and all other things necessary to perform all of the services required by this Agreement in the manner prescribed shall be provided by Contractor solely through the revenues generated through customer charges and the sale of salvage and recyclables.

Contractor does not look to the City for payment of any sum under this Agreement. Contractor will perform the responsibilities and duties described in this Agreement in consideration of the right to charge and collect from customers for services rendered at rates imposed by Contractor with maximum rates set by the City from time to time. The City shall have the right to structure the maximum rate for residential solid waste, recycling and Green waste and commercial Solid waste as it deems appropriate so long as the revenues forecasted to be received by Contractor from charging such rates not exceeding the maximum rates set by the City will generate equivalent revenues to that received prior to the adjustment of the rate structure net of change in franchise fees and other nonrelated rate components. This Agreement does not contemplate a guaranteed level of return (profit) for Contractor, nor does the City, through the setting of maximum rates assume responsibility to guarantee revenues to cover all market or business risks, unreasonable operational costs, or losses due to business judgment.

5.02 Collection services. The Contractor is responsible for the billing and collection of payments for all collection services. Since the responsibility for providing service per Chapter 3 of Title 6 of the Antioch Municipal Code lies with the owner of the property, it will be the Contractor's responsibility to obtain property owner information as filed with the Contra Costa County Assessors office.

The Contractor shall charge customers the service rates that do not exceed the maximum rates set by the City Council and set forth in Exhibit B. The rates may be adjusted under the terms of this Agreement.

5.03 Partial Month Service. If a customer is added to or deleted from Contractor's City area during a month, the Contractor's billing shall be pro-rated based on the weekly service rate (weekly service rate shall be the service rate divided by the number of actual weeks in the month that service was provided to the customer).

5.04 General Billing Requirements. Contractor shall prepare mail and collect bills (and issue written receipts for cash payments) for Solid waste collection services provided by Contractor. Residential bills shall be for service for a two month period unless the City requests a more frequent billing interval. Each bill must clearly describe that the billed amount is for a two month period. Bills for residential service shall be mailed in advance of the provision of service but no more than two months in advance. Commercial bills shall be for service for a one month period billed no more than one month in advance. The Contractor's bills shall contain a local address, phone number, and e-mail address; the customer's service level (container size, frequency of collection); and any credits due the customer. City shall have the right to: 1) review and determine the bill messages; 2) revise the billing format to itemize certain charges, and; 3) review the billings frequency and procedures. City may also direct Contractor to insert mailers relating to service with the billings. The mailers must fit in billing envelopes and not increase the

required postage. The Contractor will notify City about any changes to the billing insert requirements at least 60 days prior to the next bill mailing. Any increased costs to City for failure to do so will be borne by the Contractor. City will provide not less than 60 days notice to Contractor prior to the mailing date of any proposed mailing to permit Contractor to make appropriate arrangements for inclusion of City's materials. Contractor is authorized to send notices of non-payment to a customer after 60 days and to suspend service after 90 days of non-payment by customer. Contractor is also authorized to charge late fees on unpaid balances and other fees per Contractor's billing policies and practices. Contractor shall notify City of accounts to be suspended on a monthly basis.

Contractor shall work with the City to proactively address locations without garbage service. This shall included mailing of notice of violation letters to the customers with suspended service and to property owners if the customer letter is not successful in getting service reinstated. Addresses that do not subscribe to service ten (10) days after the owner letter is sent will be referred to the City for further action. Contractor will work with the City to abate properties where compliance is not achieved by signing the property up for six (6) months of service per Chapter 3 of Title 6 of the Antioch Municipal Code.

5.05 City Audit of Billings. City may at its sole discretion select a qualified independent firm to perform up to five billing audits during the term of the Agreement. The frequency and timing of the billing audits shall be determined at City's sole discretion. City shall provide Contractor sixty days notice of each change in the audit schedule. City shall determine the scope of any audits.

The auditor shall review the billing practices of Contractor with relation to delivery of collection services. The intent of this audit is to use sampling to verify that customers are receiving the type and level of service for the rates they are billed.

The cost of the first billing audit shall be borne by the Contractor. The cost for any subsequent audit that demonstrates an error rate of less than one percent shall be borne by the City. The cost of any audit that demonstrates an error rate equal to or greater than one percent shall be borne by the Contractor.

5.06 Adjustments to Service Rates

a. Beginning on July 1, 2011, and annually thereafter, the maximum residential service rates set forth in Exhibit "B" to this Agreement shall be automatically adjusted. For residential service rates, the automatic adjustment in maximum rates may be not more than ninety (90%) percent of the percentage increase identified in the "San Jose-San Francisco-Oakland All Urban Consumer Price Index" ("CPI"), or a two (2%) percent increase, whichever is greater.. Beginning July 1, 2010, for commercial, industrial and multi-family regulated rates, the automatic adjustment may be not more than one hundred (100%) percent of the CPI or a two percent (2%) increase, whichever is greater.. For all rates, the maximum annual increase shall be five (5%) percent. Contractor shall notify City of its intention to increase any rates by May 15 of each year. Any increase shall be effective July 1.

b. Limits of Annual Adjustments. Fractions of less than one cent shall not be considered in making annual rate adjustments. The indices or calculations shall be truncated at four decimal places for the adjustment calculations.

5.07 Significantly Changed Circumstances. A special rate change may be approved at any time it can be established that there is good cause based on a significant change in circumstances. Significantly changed circumstances may include City directed changes in service pursuant to Section 4.02, new governmental fees, charges or taxes, regulatory changes, changes in law such as any new or amended federal, state or local law or regulation or any change in the interpretation or enforcement thereof or other dramatic changes in costs not within the control of Contractor. If Contractor does desire to seek a special rate change, Contractor shall submit to the City Manager a thorough written explanation of the significantly changed circumstances, as well as an explanation of why these extraordinary circumstances constitute good cause for making such an application and the amount of the rate adjustment requested by Contractor, together with such other data and supporting documentation as may be required by City Manager.

The City Manager shall determine within 45 days whether good cause exists for an adjustment in rates. If it has been determined that good cause does exist, a hearing on the proposed maximum rate adjustments will be scheduled before the City Council within 60 days after the City Manager's determination. The City Council shall consider the Contractor's application and such other materials and information reasonably requested by the City Council from Contractor to assess the merits of Contractor's application. The City Council will consider an adjustment to Contractor's maximum rates to compensate Contractor for its reasonable, net costs of providing such additional or modified services. No action from the City Manager within the 45 day period shall be considered an appealable denial, as described below.

If the City Manager determines that good cause does not exist, Contractor shall have ten days in which to file an appeal of the determination with the City Council. That appeal shall be placed on the City Council's agenda as soon as practicable.

The Council's decision shall be conclusive. However, nothing in this Agreement shall be construed to prevent either party from seeking judicial relief for any breach of any provision of this Agreement by either party.

Article 6. City Compensation and Other Fees

6.01 City Compensation. The parties acknowledge that Contractor's heavy trucks create significant wear and tear on City streets, leading to the need for more frequent repair. The exact amount and nature of such street damage is difficult if not impossible to calculate. In consideration of the exclusive contractual rights and agreement granted by the City to Contractor for provision of collection services for both residential, commercial and industrial Solid waste generators, beginning with the adoption of this contract on September 1, 2005, and thereafter, Contractor agrees to pay the City 12% of all gross revenues received by Contractor for provision of the collection services under this Agreement. This compensation has the following elements: 5% for the privilege of exercising the franchise, and 7% for a street impact fee and development of programs for compliance with AB 939 and liquidated damage payment. The amount of any City compensation may be adjusted from time to time by the City with consent of the Contractor. **"Gross revenues"** means any and all compensation receive by the Contractor from the operation of the franchise agreement. "Gross revenues" shall include regular subscriber fees for all services, charges for the use of extra or special services, and income of whatever kind or nature received by contractor by virtue of its enjoyment of the franchise agreement, including both regulated and unregulated customer payments; but shall not include revenues from the sale of recycled materials. "Gross revenues" shall not include refundable deposits or bad debts for which no payment was received from the customer or subscriber.

The City compensation shall be paid every three months and shall be considered late if not paid by the 20th day of the month in which it becomes due. Late payments are subject to a 2% late penalty for the amounts owing during the two-month payment period. Contractor shall pay an additional 2% on any unpaid balance for each following 30-day period that the Agreement fee remains unpaid.

The compensation provided to City under this Section 6.01 is contractual in nature and was a materially bargained for term of this Agreement. Contractor and City agree that this amount is fair and reasonable in the applicable commercial setting existing at the time of execution of this Agreement. It is further agreed that the City is justified in receiving this compensation, whether received as compensation for the contractual rights provided herein, as a franchise fee (5%), or as cost reimbursement (7%) to the City for street repair and Solid waste programs.

6.02 Community Impact Fee

The Contractor shall pay the City a total of one million dollars (\$1,000,000) as a Community Impact Fee. At the City's discretion, payment may be made in \$500,000 increments on July 1, 2010 and July 1, 2011 or as one payment of \$1,000,000 on July 1, 2010. The Community Impact Fee will be deposited to City's General Fund

6.03 Other Fees. The City shall reserve the right to set other or additional fees as it deems necessary and will notify Contractor of any changes in fees to be collected as a part of the fees and charges for Solid waste collection services. Such fees will be reflected by an adjustment in the rates that Contractor is allowed to charge and collect from customers.

Article 7. Single Family Dwelling Collection Services

7.01 Single Family Dwellings (SFD) Collection Services: General. The Contractor shall provide SFD collection service to all SFD customers in the City area whose residential Solid waste, Recyclable materials and Green waste are properly containerized and set out within three feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle.

7.02 On-Premises Service. Contractor shall provide on-premises collection of residential Solid waste, Recyclable materials and Green waste to a SFD customer if all adult customers residing there have disabilities that prevent them from setting their garbage or recycling cart at the curb for collection and if a request for on-premises service has been made to, and approved by, the City Manager in the manner required by City. On premises service shall include pickup and replacement of carts within the front or side yard and return of the cart to such location. The Contractor shall authorize on-premises service in appropriate circumstances. If there is a dispute between the Contractor and a customer regarding this issue, the Contractor shall refer the matter to the City Manager for his or her determination. No additional monies shall be due to the Contractor for the provision of on-premises service to special needs or disabled customers. The City may direct Contractor to provide an elective or optional on-premises service to customers who request it for a fee in addition to the otherwise applicable rates and charges. This elective on-premises service would be available to able-bodied customers.

Contractor shall provide on-premises collection service on the same work day that curbside collection would otherwise be provided to the SFD customer.

7.03 Frequency and Scheduling of Service. SFD collection services shall be provided one time per week on a scheduled route basis, except for bulky item collection, on-call waste and recycling, and Holiday tree collection.

a. Hours and Days of Collection. SFD collection services shall be provided beginning no earlier than 6:00 a.m. and ending no later than 6:00 p.m., Monday through Saturday. The hours or days of collection may be extended due to extraordinary circumstances with the prior consent of the City Manager.

b. Manner of Collection. The Contractor shall provide SFD collection service with as little disturbance as possible and shall leave carts in an upright position at the same point they were collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

7.04 SFD Solid waste Collection Service. Contractor is not required to collect any residential Solid waste that is not placed in the cart or that is commingled with hazardous waste or medical waste. In the event of non-collection, Contractor shall affix to the cart a non-collection notice explaining why collection was not made.

7.05 SFD Recycling Service.

a. Collection. The Contractor is not required to collect Recyclable materials if the customer does not segregate the Recyclable materials from residential Solid waste. If Recyclable materials are contaminated through commingling with residential Solid waste, the Contractor shall, if practical, separate the residential Solid waste from the Recyclable materials. The Recyclable materials shall then be collected and the Solid waste shall be

left in the recycling cart along with a non-collection notice. However, if the Recyclable materials and Solid waste are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the Solid waste renders the entire recycling cart contaminated, the Contractor may leave the recycling cart un-emptied along with a non-collection notice.

b. Cardboard. Corrugated cardboard that will not fit inside the recycling cart shall be placed as specified by the Contractor and picked up pursuant to an on-call recycle cleanup as described in Section 7.09 below.

c. Changes to Work. If changes in law arise that necessitate any additions or deletions to the work described here including the type of items included as Recyclable materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering the modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to the work. In the event there are no costs associated with adding materials to the recycling program, additional items can be added at anytime with City Manager approval.

7.06 Green waste Collection Service. Contractor is not required to collect any Green waste that is not placed in a Green waste cart. In the event of non-collection, Contractor shall affix to the Green waste cart a non-collection notice.

7.07 Change in Collection Schedule. Contractor shall notify City not later than sixty days prior to, and residential customers not later than 14 days prior to, any change in residential collection operations that results in a change in the day on which Solid waste collection occurs. Contractor shall not permit any customer to go more than seven days without service in connection with a collection schedule change. City must give final approval to the routing changes and its approval shall not be withheld unreasonably.

7.08 SFD On-Call Waste and Bulky Waste Collection Service. The Contractor shall provide SFD two on-call waste collection services to all SFD customers whose items or extra residential Solid waste have been placed in a disposable bag or container, or bundled, and placed within three feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. On-call waste collection service is limited to two cubic yards per collection.

Each SFD customer is entitled to receive SFD on-call waste collection service up to two times per year. The collections shall be on-call. Collection of batteries, cell phones and CFLs can be arranged at no cost to the customer during an on-call cleanup. Contractor shall maintain adequate vehicles and personnel to meet demand of on-call pickups within two weeks of request. Each SFD customer is entitled to curbside collection of two free large bulky items (such as those specified in Exhibit B), such as appliances or furniture, at no charge per year. Additional items will be picked up for a fee as listed in bulky item price list in Exhibit B

7.09 On-Call Recycle Cleanups. The Contractor shall provide on-call recycle cleanup service to each SFD customer whose Green waste or corrugated cardboard has been placed in a manner as set forth by the Contractor in the customer guide prepared and distributed by the Contractor to all customers.

Each SFD customer is entitled to receive on-call recycle cleanup service up to three times per year (three Green waste pick ups or corrugated cardboard pick ups). Collection of batteries, cell phones and CFLs can be arranged at no cost to the customer during an on-call cleanup.

1053 **7.10 Holiday Tree Collection Service.** Contractor shall provide annual Holiday tree
1054 collection pick up and recycling at up to two locations designated by the City. This service shall
1055 be provided during the first three weeks of January of each year at a time and in a manner to be
1056 specified by Contractor in the annual holiday schedule brochure which shall be prepared by the
1057 Contractor and distributed to all SFD customers. Contractor shall provide an advance copy of
1058 the schedule to the City for its review and approval.

1059

Article 8. Multiple Family Dwelling Collection Services

8.01 Multiple Family Dwelling (MFD) Collection Services: General. The MFD collection service is governed by the following terms and conditions:

a. Hours and Days of Collection. MFD collection services shall be provided beginning no earlier than 6:00 a.m. and ending no later than 6:00 p.m., Monday through Saturday. The hours or days of collection may be extended due to extraordinary circumstances with the prior consent of the City Manager.

b. Manner of Collection. The Contractor shall provide collection service with as little disturbance as possible and shall leave any container at the same point it was collected, with the lid closed, without obstructing alleys, roadways, driveways, sidewalks or mailboxes.

8.02 MFD Solid Waste Collection Service. The Contractor shall provide MFD solid waste collection service to all MFD customers whose residential solid waste is properly contained in a container. This service shall be provided at least once every week on a scheduled route basis. The size of the container and the frequency (above the minimum) of collection shall be determined between the customer and the Contractor.

8.03 MFD Recycling Service. This service will be governed by the following terms and conditions.

a. Conditions of Service. The Contractor shall provide MFD recycling service to all MFD customers whose Recyclable materials are properly containerized and set out. The Contractor is not required to collect Recyclable materials if the customer does not segregate the Recyclable materials from residential Solid waste. If Recyclable materials are contaminated through commingling with Solid waste, the Contractor shall, if practical, separate the Solid waste from the Recyclable materials. The Recyclable materials shall then be collected and the Solid waste shall be left in the recycling container along with a non-collection notice. However, if the Recyclable materials and Solid waste are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the residential Solid waste renders the entire recycling container contaminated, the Contractor may leave the container un-emptied along with a non-collection notice.

b. Frequency of Service. This service shall be provided a minimum of every other week on a scheduled route basis.

c. Changes to Work. If changes in law arise that necessitate any additions or deletions to the work, including the type of items included as Recyclable materials, the Contractor shall modify its operations to appropriately address the change in law. The parties shall attempt to negotiate any reasonable and necessary cost changes and shall enter into an Agreement amendment covering the modifications to the work to be performed and the modification to the rates and charges of Article 5. In the event there are no costs associated with adding materials to the recycling program, additional items can be added at anytime with City Manager approval.

8.04 MFD On-call Waste Collection Service. Multifamily residents subscribing individually for service will receive two (2) on-call waste cleanups as described under Residential Services and two large item pickups per year. Contractor provides large item pick-up for a fee as described in Exhibit B. Bin service customers cannot request individual cleanups. All other guidelines apply as described in Residential Services.

8.05 On-Call Recycle Cleanups. Multifamily residents subscribing individually for service will receive the same information as residential customers described in Residential Services for on-call recycle cleanups. Green waste exempt customers will not be eligible for Green waste cleanups. Those residents of multifamily complexes not subscribing to individual service will receive (2) cardboard on-call cleanups only.

8.06 Holiday Tree Collection Service. Contractor shall provide annual Holiday tree collection pick up and recycling at up to two locations designated by the City. This service shall be provided during the first three weeks of January of each year at a time and in a manner to be specified by Contractor in the annual holiday schedule brochure which shall be prepared by the Contractor and distributed to all MFD customers. The brochure will also include a description of pick up services (such as cardboard or holiday tree roll-off bins) available to MFD customers for fee. Contractor shall provide advance copy of the schedule to the City for its review and approval.

Article 9. Commercial and Industrial Collection Services

9.01 Commercial and Industrial Collection Service: General. The Contractor shall provide commercial collection services to all commercial and industrial customers. This service is governed by the following terms and conditions:

a. Provision of Service. Contractor shall provide commercial Solid waste and recycling service to all commercial customers.

b. Hours of Collection. Commercial collection service shall not occur between the hours of 6:00 p.m. and 4:00 a.m. within 300 feet of an inhabited dwelling unit. In order to reasonably accommodate nearby residents with noise complaints, Contractor shall adjust its collection times for specific business customers if the scheduled collection time is before 7:00 a.m. as long as the scheduled collection time can be adjusted without posing a safety risk.

c. Manner of Collection. The Contractor shall provide commercial collection service with as little disturbance as possible and shall leave any container at the same point it was originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes. Bin lids must be left in the closed position when garbage enclosure is not roofed. Contractor shall not collect garbage in the Rivertown Business District between the hours of 11:00 am and 10:00 pm of each day, except for a one (1) special service upon specific request by the customer or the City.

9.02 Commercial Solid waste Collection Service.

a. Conditions of Service. The Contractor shall provide commercial Solid waste collection service to all commercial and industrial customers whose Solid waste is properly contained in containers.

b. Size and Frequency of Service. Contractor shall provide Solid waste collection service as deemed necessary and as determined between the Contractor and the customer, but such service shall be received no less than one time per week. Collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the Contractor as long as the minimum frequency requirement is met. The frequency (above the minimum) of collection shall be determined between the customer and the Contractor.

The Contractor shall provide containers as part of the commercial collection service rates set forth in Exhibit B. The kind, size and number of containers furnished to particular customers shall be as determined mutually by the customer and company. Containers which are front loading bins, shall have lids. All containers with a capacity of one cubic yard or more shall meet applicable regulations for container safety and shall have reflective markings, shall be maintained in good repair with neatly and uniformly painted surfaces and shall prominently display the name and telephone number of Contractor. Containers shall be clearly marked and identified as belonging to Contractor. Contractor shall not be obligated to provide customers with compactor units, but will be obligated to charge the rates set by the City for the collection of compacted Solid waste.

The kind, size and number of containers and frequency of collection shall be sufficient to provide that no Solid waste need be placed outside the container.

c. Non-Collection. Contractor is not required to collect any commercial Solid waste that is not placed in a container unless the Solid waste is outside the container as a result of overflow. If Solid waste is not collected, the Contractor shall affix a non-collection notice to the container.

9.03 Commercial Recycling Service. This service will be governed by the following terms and conditions:

a. Conditions of Service. The Contractor shall provide commercial recycling service to all commercial customers whose Recyclable materials are properly containerized and set out. The Contractor is not required to collect Recyclable materials if the customer does not segregate the Recyclable materials from commercial Solid waste. If Recyclable materials are contaminated through commingling with Solid waste, the Contractor shall, if practical, separate the Solid waste from the Recyclable materials. The Recyclable materials shall then be collected and the Solid waste shall be left in the container along with a non-collection notice. However, if the Recyclable materials and Solid waste are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the commercial Solid waste renders the entire recycling container contaminated, the Contractor may leave the container un-emptied along with a non-collection notice.

b. Size and Frequency of Service. The Contractor shall provide this service as deemed necessary and as determined between the Contractor and the customer, but such service shall be received no less than every other week. Collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the Contractor as long as the minimum frequency requirement is met. Service may be provided by bin, cart or drop box at the option of the customer. The size of the container and the frequency (above the minimum) of collection shall be determined between the customer and the Contractor. The Contractor shall provide containers as part of the commercial collection service rates.

c. Changes to Work. If changes in law arise that necessitate any additions or deletions to the work described here, including the type of items included as Recyclable materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering the modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to the work. In the event there are no costs associated with adding materials to the recycling program, additional items can be added at anytime with City Manager approval.

9.04 Wet/Dry Collection

For commercial customers where the debris generated for collection is primarily dry material containing paper and metal, the Contractor shall route said customers on the recycling routes and process the material as recyclables. Wet material such as food waste or bathroom waste would be collected as Solid waste. For customers where there is no sorting done by the customer, garbage rates shall apply.

Article 10. Contractor's Office, Personnel and Collection Equipment

10.01 Contractor's Office.

a. Location; Telephone Service. Contractor shall designate a location in the City where bills may be paid by customers and a listed telephone number for the City of Antioch which does not involve a toll call for Antioch residents. Said billing payment location shall be open during normal business hours on all work days. The main office shall be open during normal business hours on all work days. The average hold time on customer calls should not exceed 60 seconds. The Contractor shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Call back messages left on a business day before noon shall be returned by the end of the same day. Calls received after noon or after normal business hours shall be addressed before noon of the next business day.

Contractor shall maintain the capability of responding to telephone calls: (1) in English, Spanish and such other languages as needed through a phone translation service; and (2) through telecommunications device for the deaf (TDD) services.

Contractor shall install telephone equipment sufficient to handle the volume of calls typically experienced on the busiest days and such telephone equipment shall be capable of recording the responsiveness to each call.

b. Emergency Contact. The Contractor shall provide the City Manager with an emergency phone number where the Contractor can be reached outside of the required office hours.

10.02 Contractor's Personnel.

a. Qualified Personnel. The Contractor shall employ and assign qualified personnel to perform the services under this Agreement. The Contractor is responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

Contractor shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in collection or other related operations.

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. If additional personnel are required to meet the service specifications of this Agreement, Contractor shall provide such additional personnel.

b. Personnel Identification. Contractor's field operations personnel, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.

c. Driver's Qualifications. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Each driver of a collection vehicle shall

at all times comply with all applicable state and federal laws, regulations and requirements.

d. Customer Service Personnel. Contractor shall employ and provide ongoing training to the number of customer service representatives (CSRs) necessary to provide an excellent level of customer service. The primary responsibility of the CSRs is answering and addressing telephone and e-mail requests including for, but not limited to, new service, service changes, missed-pickups and other service-related complaints and billing inquiries. CSRs shall be fully trained to address the entire range of customer service issues and shall be fully trained in the use of telecommunications devices for the deaf services to communicate with hearing-impaired customers.

e. Employee Courtesy. Contractor shall train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work quietly. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination.

f. Employee Gratuities. Contractor shall not, nor shall it permit any agent, employee, or subcontractors employed by it to request, solicit, demand, or accept, either directly or indirectly, any extra compensation or gratuity.

10.03 Collection Equipment.

a. General Provisions. All equipment used by Contractor in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers shall be watertight and shall be operated so that liquids do not spill during collection or in transit.

b. Registration. All vehicles used by Contractor in providing collection services, except those vehicles used solely on Contractor's premises, must be registered with the California Department of Motor Vehicles.

c. Requirements for Equipment. The Contractor shall keep its vehicles in good order and repair. The Contractor shall clean and wash the trucks at a sufficient frequency to keep them clean and neat at all times. The cab and forepart of each truck shall be a uniform color. The Contractor shall paint its name on the side of each truck. The Contractor shall at all times possess and maintain adequate equipment to perform this Agreement.

d. Reserve Equipment. The Contractor shall have available to it, at all times, reserve collection equipment which can be put into service and operation within one hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

e. Vehicle Inspections. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform

all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the City upon request.

f. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

g. Low Emissions Requirement. Contractor shall convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions and be in full compliance with local, state and federal clean air requirements, including, but by no means limited to, the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq., and the Federal EPA's Highway Diesel Fuel Sulfur regulations.

Contractor's proposal, and Contractor's compensation subsequently negotiated with City reflect a combination of continued use of existing vehicles, immediate purchase of new vehicles, and additional introduction of new vehicles during the term of the Agreement. It is intended that Contractor's immediate purchase of new vehicles, coupled with the occasional additional purchase of vehicles during this Agreement, will allow Contractor to meet the applicable low emissions or clean air requirements, without additional replacement or major modification of the newly purchased vehicles. Should the Contractor's net capital or operational costs for vehicle purchase, lease, maintenance, or repair materially change due to the requirements of this subsection 10.03.g. from those negotiated and agreed upon, the additional costs shall not be treated as extraordinary costs providing a basis for a rate adjustment, but shall be treated as a disallowed expense for purposes of setting collection rates.

If, and only if, a material change in law after the date of this Agreement requires that the vehicles purchased during the term of this Agreement must be modified or replaced to meet new clean air requirements, Contractor may apply for a special rate adjustment pursuant to Section 5.07 (Significantly Changed Circumstances) of this Agreement. Knowledge shall be imputed to Contractor of the current and proposed regulations, both state and federal, relating to clean fuel and/or low emissions requirements for Solid waste or similar vehicles which are in effect or expected to become effective during the term of this Agreement. Any impact from such current or proposed regulations shall not constitute a material change in law.

Article 11. Record Keeping and Reporting Requirements

11.01 Records, Reports and Compilations.

a. Confidentiality. Certain financial records and data prepared by Contractor or its Affiliates, relating to the cost of Contractor providing services under this Agreement, may contain or constitute confidential trade secret information which is proprietary to Contractor or its Affiliates. Contractor shall designate any such information as “Confidential” if and when it is inspected by the City and its agents. The City agrees to maintain the confidentiality of such records and data to the full extent permitted by law. The City agrees to notify Contractor of any request from any third party files legal action against the City seeking release of such records and data, City shall tender the defense of such action to Contractor and Contractor shall indemnify and hold the City harmless from any and all expenses associated with the defense of such action, including, without limitation, the City’s attorneys’ fees and costs and any attorneys fees awards or other judgments against the City.

b. Records. Contractor shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Contractor agrees to take direction from the City on matters related to this Agreement, conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations and to meet the reporting and Solid waste program management needs of the City and AB 939. To this extent, such requirements set out in this and other articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of the City Manager, the records and reports to be maintained and provided by Contractor in accordance with this and other articles of the Agreement may be adjusted in number, format, or frequency.

c. Records Access. The City may designate one or more City employee(s) or independent contractor(s) who shall have full access to the Contractor’s accounting, statistical and other records. The City’s employee(s) or independent contractors shall be subject to such reasonable disclosure limitation as may be necessary to protect Contractor’s trade secrets. These limitations, if necessary, shall be negotiated in good faith between Contractor and the City and commemorated in a separate legally binding document.

d. Compiled Financial Statements. Contractor shall furnish to the designated employees or independent contractors a compilation prepared by Contractor, which shall include:

- an examination of the consolidated balance sheets;
- statement of income;
- retained earnings;
- statement of changes in financial position and/or statement of cash flows of Contractor and its subsidiaries, reflecting all revenues derived by Contractor from the provision of collection services under this Agreement;

- information needed by the City or its consultant for reporting to the Waste Management Board; and
- such schedules or additional statements as may be required to reasonably evaluate all costs and revenues attributable to, or derived from, operations under this Agreement.

The compilation shall be furnished to the City within 30 days if a request by City is made in writing.

e. Inspection of Records. The designated City employees or independent contractors shall have the right to inspect and review the books, records and accounts of Contractor, including but not limited to Contractor's income tax returns, payroll tax reports, and other documents or records required under this Agreement, at all times during the term of this Agreement.

f. Contractor's Agreements with Labor Organizations. The Contractor shall notify the City of the expiration dates for all labor contracts and inform the City of any issues relating to the collective bargaining process that could affect the Contractor's ability to perform under the terms of this Agreement.

g. Statement of Number of Customers. The Contractor shall furnish to the City semi-annually a signed statement setting forth the Contractor's total number of SFD customers, MFD customers, commercial and industrial customers in the City as of the date of the statement. The statement shall also indicate the breakdown of the number of MFD, commercial and industrial customers receiving Recycling and Green waste collection services.

11.02 Record Retention. Contractor shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to under this Agreement. Contractor shall retain all such records for at least three years after termination or expiration of this Agreement.

Contractor shall maintain all documents and records under this Agreement and shall make such documents and records available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of them. Copies of such documents shall be provided to the City for inspection at the City offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of Contractor's business, City may, by written request or demand of any of the above named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such sequestered records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

All records under the 2005 Agreement shall be available for inspection and audit and maintained for a period of three years after the effective date of this Agreement.

11.03 Additional Reporting. The Contractor shall furnish the City with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

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

- a. Evaluate past and expected progress towards achieving goals and objectives;
- b. Determine needs for adjustment to programs; and,
- c. Evaluate customer service and complaints.

11.04 Solid waste Records. Upon request by City, Contractor shall maintain Solid waste service and diversion records for all services provided within City relating to:

- a. Customer services and billing information (including names and addresses);
- b. Monthly tonnage figures by City for Solid waste collected, transferred, processed and disposed of by the Contractor, and by type of generator (commercial, industrial, multi-family, and residential).
- c. Residential on-call clean-up tonnages disposed and diverted and the number of clean-ups completed;
- d. City services by agency, including City facilities and special events at which collection occurs;
- e. Routes and route maps;
- f. Facilities, equipment and personnel used;
- g. Processing and disposal of Solid waste;
- h. Complaints;
- i. Missed pick ups;
- j. C&D diversion;
- k. Transfer station diversion;
- l. Landfill diversion;
- m. Holiday tree tonnage;
- n. E-waste tonnage collected;
- o. Bulky Items diverted tonnage.
- p. Litter/Illegal Dumping debris collected

11.05 CERCLA Disposal Records. City views the ability to defend against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid waste collected in the City was taken for transfer or disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain, retain and preserve records which can establish where Solid waste collected in the City was disposed (and therefore establish where it was not) under this Agreement and the 2005 Agreement. This provision shall survive the expiration or earlier termination of this Agreement and the 2005 Agreement. Contractor shall

1450 maintain these records for a minimum of ten years beyond expiration or earlier termination of
1451 this Agreement, in an organized and indexed manner, and whether in physical (e.g. weigh tickets)
1452 and/or electronic form. City, however may elect to obtain such physical and electronic records at
1453 the expiration of the Agreement, or upon termination.
1454

Article 12. Service Inquiries, Complaints and Quality of Service.

12.01 Service Inquiries and Complaints.

a. Inquiries and Complaints. All service inquiries and complaints shall be directed to the Contractor. A representative of the Contractor shall be available to receive the complaints during normal business hours. All service complaints will be handled by the Contractor in a courteous, prompt and efficient manner. If there is a dispute between the Contractor and a customer, the matter will be reviewed and a decision made by the City Manager.

b. Customer Service Log. The Contractor will utilize the customer service log to maintain a record of all inquiries and complaints, in a manner prescribed by the City. City may obtain a copy of a service log or inspect same at any time during normal business hours.

c. Resolving Disputes. Contractor agrees that it is in the best interest of the City that all residential waste and Recyclable materials be collected on the scheduled collection day. Accordingly, missed collections will normally be collected as set forth in Articles 7 and 8 above regardless of the reason that the collection was missed. However, if a customer requests missed collection service more than two times in any consecutive two month period, the City Manager will work with the Contractor to determine an appropriate resolution to that situation. If the Contractor believes a complaint to be without merit, the Contractor shall notify the City Manager, either by fax or e-mail. The City Manager will investigate all disputed complaints and render a decision.

12.02. Quality of Service.

a. Intent. Contractor acknowledges and agrees that one of City's primary goals in entering into this Agreement is to ensure that the collection services are of the highest caliber, that customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use.

b. Liquidated Damages. It is Contractor's duty to perform services under this Agreement in such a manner as to implement the goals set forth in subsection a. above. If Contractor fails to adequately perform the services set forth in this Agreement, City and its residents will be damaged, disadvantaged or denied the full benefit intended by the terms of this Agreement. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies is, at best, a means of future correction

and not remedies which make the public whole for past breaches. However, a single breach or pattern of breaches may result in the termination of this Agreement as described in Section 14.02.

c. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid waste collection service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Article 12, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor

City

Initial Here _____ Initial Here _____

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

a.	Failure to promptly repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
b.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$500.00 per incident per day.
c.	Failure to comply with the hours of operation as required by this Agreement.	\$500.00 per incident per day.
d.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled collection service work day.	\$1,000.00 for each route not completed.
e.	For each failure to collect Solid waste, that has been properly set out for collection, from an established customer account on the scheduled collection day and not thereafter collected within one working day.	\$150.00

f.	For each failure to forward unresolved customer complaints to City pursuant to Section 12.01 (c)	\$500.00
g.	Failure to provide cart (s), bins(s) or containers to an existing customer on next service day and new customer within three days.	\$200.00
h.	For each failure to provide an on-call cleanup as provided in Section 7.08, 7.09, 8.04, 8.05	\$150.00
i.	Failure to provide collection as required for City-sponsored special events as provided for in Section 4.11.	\$1,000.00 per event.
j.	Keeping fraudulent or inaccurate records or providing fraudulent records with regard to customer complaint logging, tracking and resolution.	\$10,000 per incident
k.	Failure to maintain an accurate customer complaint log or accurate records.	\$200.00

1528

1529 Prior to assessing liquidated damages, the City shall give Contractor written notice of any
 1530 alleged breach of this Agreement that the City believes justifies the imposition of
 1531 liquidated damages. Contractor shall have ten (10) days after its receipt of said notice to
 1532 correct or cure the breach described in the City's notice. If the Contractor fails or refuses
 1533 to correct or cure the breach, then the City may thereafter impose liquidated damages on
 1534 Contractor for any breaches occurring after the ten day notice period and those listed in
 1535 the written notice and consistent with the other provisions of this Agreement.

1536

1537 d. Procedure for Review of Liquidated Damages. The City Manager may assess
 1538 liquidated damages under this Article 12 on a monthly or less frequent basis. At the end
 1539 of each period, the City Manager shall issue a written notice to Contractor ("notice of
 1540 assessment") of the liquidated damages assessed and the basis for each assessment.

1541 The assessment shall become final unless, within ten calendar days of the date of the
 1542 notice of assessment, Contractor provides a written request for a meeting with the City
 1543 Manager to present evidence that the assessment should not be made.

1544

1545 The City Manager shall schedule a meeting between Contractor and the City Manager as
 1546 soon as reasonably possible after timely receipt of Contractor's request. The City
 1547 Manager shall review Contractor's evidence and render a decision sustaining or reversing
 1548 the administrative charges as soon as reasonably possible after the meeting. Written
 1549 notice of the decision shall be provided to Contractor. An appeal of the City Manager's
 1550 decision may be taken to the Board of Administrative Appeals pursuant to procedures set
 1551 forth in AMC Chapter 4 of Title 1.

1552

If Contractor does not submit a written request for a meeting within ten calendar days of the date of the notice of assessment, the City Manager's determination shall be final and Contractor shall make payment within five calendar days.

City's assessment or collection of liquidated damages does not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in this Agreement.

12.03 City Cost Recovery. In addition to the liquidated damages and other remedies set forth herein, the City may bill the Contractor for fees and costs associated with addressing issues related to verified franchise violations that have not been remedied by the Contractor within a reasonable period of time, and City efforts to resolve complaints against Contractor. In instances where no liquidated damage is provided for, or no liquidated damage is imposed, and the Contractor remains in non-compliance after the City has given Contractor reasonable time to resolve the complaints, the City may require Contractor to reimburse City for the reasonable costs associated with City staff addressing verified violations of the Agreement, including, but not limited to, failures to properly resolve customer complaints and activities undertaken to force the terms of this Agreement. The costs to be recovered may include fully loaded personnel costs, direct costs incurred by the City, and third party costs incurred by the City when reasonably necessary to address Contractor's failure to comply with all terms of this Agreement.

12.04 Performance Review. City may at its sole discretion hold a public hearing at which Contractor shall be present and shall participate, to review its collection system services and performance. Performance review hearings may be scheduled by City at any time deemed appropriate by City. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in order to achieve a continuing, advanced Solid waste system; and to ensure services are being provided with adequate quality, effectiveness and economy. City may require Contractor to distribute a customer satisfaction survey to all customers receiving service under this Agreement, which survey shall be approved by City prior to distribution.

Topics for discussion and review at the performance review hearing may include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any performance review hearing.

At City's request, Contractor shall, at a minimum, submit a report to City indicating the following:

- a. Analysis of results of customer satisfaction survey, broken down by customer category and level of service.
- b. Changes recommended and/or new services to improve City's ability to continue to meet the goals of AB 939 and to contain costs and minimize impacts on rates.
- c. Any specific plans for provision of changed or new services by Contractor, including modifications to service to meet changing circumstances and customer preferences.

1597 This report shall be reviewed in a public hearing(s). Contractor may submit other relevant
1598 performance information and reports for consideration. City may request Contractor to submit
1599 additional specific information for the hearing. In addition, any customer may submit comments
1600 or complaints during or before the hearing, either orally or in writing, and these shall be
1601 considered.

1602 Not later than 60 days after the conclusion of each performance review hearing, City may issue a
1603 report. As a result of the review, City may require Contractor to provide expanded or new
1604 services within a reasonable time and for reasonable rates and compensation and City may direct
1605 or take corrective actions for any performance inadequacies.
1606

Article 13. Performance Bond; Insurance; Indemnification.

13.01 Performance Bond. Upon execution of this Agreement, the Contractor shall furnish to the City, and keep current, a performance bond, or other form of financial assurance acceptable to City, in the amount of \$25,000 for faithful performance of this Agreement; however, if Contractor proposes to assign this Agreement the amount of performance bond may be unilaterally increased by City roughly equal to three months revenue under this Agreement for the faithful performance of its terms.

13.02 Insurance.

a. Insurance Policies. Contractor shall secure and maintain throughout the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance of work or services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

b. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office form number GL 0002 covering Commercial or Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. The most recent editions of Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

c. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. Commercial or Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

e. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

(a) The City, its officials, directors, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The

1647 coverage shall contain no special limitations on the scope of protection
1648 afforded to the City, its officials, directors, employees or volunteers.

1649 (b) Contractor's insurance coverage shall be primary insurance as
1650 respects City, its officials, employees and volunteers. Any insurance or
1651 self-insurance maintained by City, its officials, employees or volunteers
1652 shall be excess of Contractor's insurance and shall not contribute with it.

1653 (c) Any failure to comply with reporting provisions of the policies
1654 shall not affect coverage provided to City, its officials, employees or
1655 volunteers.

1656 (d) Coverage shall state that Contractor's insurance shall apply
1657 separately to each insured against whom claim is made or suit is brought,
1658 except with respect to the limits of the insurer's liability.

1659 2. Workers' Compensation and Employers Liability Coverage. The insurer
1660 shall agree to waive all rights of subrogation against City, its officials, employees
1661 and volunteers for losses arising from work performed by Contractor for City
1662 except for the sole negligence of City.

1663 3. All Coverages. Each insurance policy required by this clause shall be
1664 endorsed to state that the coverage shall not be suspended, voided, canceled by
1665 either party, except after thirty days' prior written notice by certified mail, return
1666 receipts requested, has been given to City.

1667 f. Acceptability of Insurers. The insurance policies required by this section shall be
1668 issued by an insurance company or companies admitted to do business in the State of
1669 California and with a rating in the most recent edition of Best's Insurance Reports of size
1670 category VII or larger and a rating classification of A or better. To the extent permitted by
1671 law, all or any part of the required insurance may be provided under a plan of self-
1672 insurance.

1673 g. Verification of Coverage. Contractor shall annually furnish City with certificates
1674 of insurance and with original endorsements affecting coverage required by this clause.
1675 The certificates and endorsements for each insurance policy are to be signed by a person
1676 authorized by that insurer to bind coverage on its behalf. The certificates and
1677 endorsements are to be on forms provided by or acceptable to City and are to be received
1678 and approved by City before work commences.

1679 h. Subcontractor. Contractor shall include all subcontractors as insureds under its
1680 policies or shall furnish separate certificates and endorsements for each subcontractor. All
1681 coverages for subcontractors shall be subject to all of the requirements stated herein.

1682 i. Rights of Subrogation. All required insurance policies shall preclude any
1683 underwriter's rights of recovery or subrogation against City except for the sole
1684 negligence of City with the express intention of the parties being that the required
1685 insurance coverage protects both parties as the primary coverage for any and all losses
1686 covered by the above-described insurance. Contractor shall ensure that any companies
1687 issuing insurance to cover the requirements contained in this Agreement agree that they
1688 shall have no recourse against City for payment or assessments in any form on any policy
1689 of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event

of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured shall not apply to City.

13.03 Indemnification.

a. Indemnification. Contractor shall indemnify, defend and hold harmless City, its officers, directors, employees, volunteers and agents (collectively "indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit of any and every kind and description (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with:

(1) the alleged negligence or willful misconduct of Contractor, its officers, employees, agents and/or subcontractors in performing services under this Agreement;

(2) the failure of Contractor, its officers, employees, agents and/or applicable laws (including, without limitation, environmental laws) and regulations, and/or applicable permits and licenses;

(3) the acts of Contractor, its officers, employees, agents and/or subcontractors in performing collection services under this Agreement for which strict liability is imposed by law (including, without limitation, environmental laws).

The foregoing indemnity applies regardless of whether the loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the indemnities' negligence, except this indemnity shall be limited to exclude coverage for intentional wrongful acts and active negligence of indemnities. Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys acceptable to the City) the City, its officers, directors, employees, and agents against any claims, actions, suits or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any events described in the immediately preceding paragraph.

Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

b. Hazardous Substances Indemnification. Contractor shall indemnify, defend with counsel selected by City, protect and hold harmless the City, its officers, directors, employees, volunteers, and agents (collectively, "indemnities") from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all responses, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnities arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this

Agreement, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance, hazardous waste, and/or house hazardous waste (collectively, "waste") at any places where Contractor transports, processes, stores or disposes of the Solid waste, and/or construction and street debris, or other waste collected under this Agreement. This indemnity afforded indemnitees, shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 USC §9607(e) and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify City from liability. This provision is in addition to all other provision in this Agreement and is intended to survive the end of the term of this Agreement. Nothing in this paragraph shall prevent the Contractor from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by the Contractor, or the indemnitees. As appropriate, the parent company should provide the guarantees necessary to meet this provision. All costs of Contractor incurred in providing this indemnification and in defense of itself and related party entities, shall be disallowed for purposes of setting rates under this Agreement.

c. Proposition 218 Indemnification. City intends to comply with all applicable laws concerning the setting of maximum rates under this Agreement. Nonetheless, Contractor shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Contractor or any of the indemnitees resulting in any form from the City's setting of maximum rates for service under this Agreement or in connection with the application of California Constitution Article XIII C and Article XIII D to the imposition, payment or collection of rates and fees for services provided by Contractor under this Agreement. Nothing herein is intended to imply that California Constitution Articles XIII C or XIII D, apply to the setting of rates for the services provided under this Agreement, rather this section is provided merely to allocate risk of loss as between the parties.

d. AB 939/SB1016 Indemnification. The Contractor agrees to indemnify and hold harmless City, its officers, directors, employees and agents from and against all fines and/or penalties imposed by the CalRecycle if the source reduction and recycling goals or any other requirement of AB 939/SB1016 or any future diversion or disposal requirements are not met by City with respect to the waste stream collected under this Agreement and such failure is due to the failure of Contractor to meet any obligation under this Agreement, including delays in providing information that prevents City from submitting reports required by AB 939/SB1016 in a timely manner.

In interpreting the foregoing AB 939/SB1016 indemnification provision, Contractor and City are cognizant of Public Resources Code 40059.1 and agree that the intent of this Agreement is to provide Contractor with the breadth of rights and responsibilities to

allow the City to meet its AB 939 diversion requirements through implementation of Contractor's programs. The program and services to be carried out by Contractor under this Agreement, as more particularly outlined in the service specifications (Exhibit A), are intended and expected to allow the City to meet its AB 939 diversion requirements, provided all programs are carried out consistently and competently, and with an aggressive program of outreach and customer education. Reliance by the City on Contractor's ability to provide programs and services that will consistently provide for City's compliance with AB 939 diversion requirements constitutes a material consideration for City to grant the exclusive rights and privileges contained herein.

ARTICLE 14. DEFAULT AND REMEDIES

14.01 Events of Default. All provisions of the franchise and this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an event of default.

a. Fraud or Deceit. If Contractor practices, or attempts to practice, any fraud and/or deceit upon City.

b. Repeated Pattern of Breaches. If there is a pattern of breaches over time such that in combination, they constitute a significant failure by Contractor to perform its obligations.

c. Insolvency or Bankruptcy. If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

d. Failure to Maintain Coverage. If Contractor fails to provide or maintain in full force and affect the workers' compensation, liability, or indemnification coverage as required by this Agreement.

e. Violations of Regulation. If Contractor, its facilities, transfer station or disposal site, fall out of full regulatory compliance or Contractor violates any permits, orders or filings of any regulatory body having jurisdiction over Contractor which violation or non-compliance materially affects the Contractor's ability to perform under this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent Contractor is able to adequately perform during that period.

f. Result of Performance Review. Failure to provide information as requested for a performance review, or failure to adequately perform as revealed by a performance review, as provided in Section 12.04.

g. Failure to Perform. If Contractor ceases to provide collection, transfer, transport, processing, or disposal services as required under this Agreement for a period of two consecutive business days or more, including without limit, cessation of services due to work stoppages or slowdowns, strikes, sickouts, picketing or concerted job actions by Contractor's employees.

h. Failure to Pay. If Contractor fails to make any payments required under this Agreement.

i. Failure to Maintain or Supply Records. If Contractor fails to maintain and/or to provide City with required information, reports, and/or records in a timely manner as provided for in this Agreement.

j. False or Misleading Statements. Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement or in conjunction with any application for a rate increase, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

k. Attachment. There is a seizure or attachment of, or levy on, the operating equipment of Contractor, including without limits its equipment, maintenance or office facilities, or any part thereof.

l. Failure to Provide Assurance of Performance. If Contractor fails to provide reasonable assurances of performance as required under Section 13.01.

m. Criminal Activity of Contractor. Should Contractor or any of its officers, directors or contract manager, or others in position to supervise or influence actions under this Agreement, be “found guilty” of felonious conduct relating to its obligations, or other felonious conduct at any of Contractor’s operations. The term “found guilty” shall be deemed to include any judicial determination that Contractor or any of Contractor’s officers, directors or employees is guilty, and any admission of guilt by Contractor, or any of Contractor’s officers, directors or employees including, the pleas of “guilty,” “nolo contendere,” “no contest,” or “guilty to a lesser felony” entered as part of any plea bargain. Such felonious conduct includes, but is not limited to any activities related to or carried out pursuant to this Agreement for: (i) price fixing, (ii) illegal transport or disposal of hazardous or toxic materials, (iii) bribery of public officials, or (iv) fraud or tampering. In the event of felonious conduct, City reserves the right to exercise one or more of the remedies specified below in Section 14.02. Such action shall be taken after Contractor has been given notice and an opportunity to present evidence in mitigation.

n. Assignment. Contractor assigns this Agreement in violation of Section 16.08.

Contractor shall be given two business days from notification by the City to cure any default arising under subsections g, h, i, k, and l provided, however that the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach within a twenty-four month period.

However, notwithstanding anything contained herein to the contrary, for the failure of the Contractor to provide collection services for a period of two consecutive work days, the City may secure the Contractor’s records on the fourth work day in order to provide interim collection services until the matter is resolved and the Contractor is again able to perform under this Agreement; provided, however, if the Contractor is unable for any reason to resume performance at the end of 30 calendar days all liability of the City under this Agreement to the Contractor shall cease and this Agreement may be deemed terminated by the City. Interim collection service may be provided by City, or a designated third party, pursuant to Section 14.08 of the Agreement, or otherwise.

14.02 Right to Terminate Upon Default

Upon a default by Contractor, the City shall give Contractor ten (10) days’ written notice of said default. Upon Contractor’s failure or refusal without legal excuse to correct, make good or cure said default within ten (10) days of said notice, the City Manager shall have the right to terminate this Agreement upon a ten business days notice if the public health or safety is threatened, without the need for any hearing, suit or legal action. If public health or safety is not immediately threatened the City Council may terminate after a hearing and subsequent thirty days notice of the decision to terminate, without need for further hearing, suit or legal action. This right of termination is in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

City’s right to terminate this Agreement and to take possession of Contractor’s equipment and facilities are not exclusive, and City’s termination of this Agreement shall not constitute an

election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief.

14.03 Effective Date. In the event of the events specified above, and except as otherwise provided in those subsections, termination shall be effective upon the date specified in the City's written notice to the Contractor and upon that date this Agreement shall be deemed immediately terminated. Upon such termination all liability of the City under this Agreement to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the collection services. The Contractor for failure to perform shall reimburse the City all direct and indirect costs of providing interim collection services.

14.04 Termination Cumulative. The City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

14.05 Excuse from Performance. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other "acts of God", war, civil insurrection, riots, acts of any government (including judicial action) and other similar catastrophic events, which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor or its selected facilities is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The party claiming excuse from performance shall, within two business days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of Contractor's services caused by one or more of the events excused shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of seven calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten business days' notice, in which case the provisions relative to taking possession of Contractor's land, equipment and other property and engaging Contractor's personnel in Section 14.08 and this Article will apply.

14.06 Assurance of Performance. City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

14.07 City Remedies For Contractor Default.

City shall have the following rights:

- a. Waive Default. To, at its sole discretion, waive the Contractors' default.
 - b. Termination. Terminate the Agreement in accordance with this Article.
 - c. All Other Available Remedies. In addition to, or in lieu of termination, to exercise all of its remedies in accordance with this Article and any other remedies at law and in equity, to which City shall be entitled, according to proof.
 - d. Damages Survive. If Contractor owes any damages upon City's termination of the Agreement, Contractor's liability under this Article shall survive termination.
- Whether or not City exercises its right to terminate, City shall have the right to: (i) seek performance by the surety under the letter of credit, performance bond or certificate of deposit (instrument for securing performance), and (ii) make a claim on any insurance policy or policies.

14.08 City Right to Perform Service.

- a. General. In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to collect, transfer, transport, process and dispose of any or all Solid waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than three business days, and if, as a result thereof, Solid waste should accumulate in the city to such an extent, in such a manner, or for such a time that the City should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon one business day prior written notice to Contractor during the period of such emergency as determined by the City Manager, to perform, or cause to be performed, such services.
- b. Billing and Compensation to City. During such time that City is providing Solid waste services, or causing them to be provided by a third party, Contractor shall bill and collect payment from all users of the above-mentioned services. Contractor further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City in providing the Solid waste service in such a manner and to an extent as would otherwise be required of Contractor under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses, but in no event later than five (5) business days from and after each such submission.
- c. City's Actions Not A Taking. City's exercise of its rights under this Section (1) does not constitute a taking of private property for which compensation must be paid, (2) will not create any liability on the part of City to Contractor, (including loss of revenue by Contractor) and (3) does not exempt Contractor from any of the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this section.
- d. Duration of City's Performance. City's right pursuant to this section to render collection services, shall terminate when City determines that such services can be resumed by Contractor; provided nothing in this section is intended to limit such other rights as City has under this Article.

Article 15. Modifications to the Agreement

15.01 Modifications. The City shall have the power to make changes in this Agreement as the result of changes in law, changes in the City of Antioch Municipal Code, or both, to impose new rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing collection services as may be necessary or desirable to meet City's responsibilities with regard to public welfare, sanitation, health and AB 939. The City shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing collection services under this Agreement shall also be liberally construed to include, but not be limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

15.02 Change in Law. The City and the Contractor understand and agree that the California Legislature and other regulatory bodies have the authority to make comprehensive changes in Solid waste management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The Contractor agrees that the terms and provisions of the City of Antioch Municipal Code, as it now exists or as it may be amended, shall apply to all of the provisions of this Agreement.

Nothing in this Agreement requires any party to perform any act or function contrary to law. The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the City and the Contractor shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the Contractor due to any modification in the Agreement, which may include an adjustment to the maximum rate that Contractor can impose.

15.03 Amendments. This Agreement may be modified or amended only by a written document executed by both the Contractor and the City, and approved as to form by the City Attorney.

Article 16. Miscellaneous Provisions

16.01 New Services and Container Inventory. Contractor shall provide collection service to any new customer within one business day of receiving such request. Contractor shall provide new customer requested carts, bins, or debris boxes within one business day of receiving such request and by next service day for existing customers. If a request for new service or for a change of service is received in the form of a voicemail message or an e-mail, the time of receipt of the request shall be considered to be the time of the customer's transmission of the message. Contractor shall maintain an adequate inventory of each type of container as is necessary to meet these requirements.

16.02 Report of Accumulation of Solid waste. Contractor shall direct its drivers to note (1) the addresses of any premises at which they observe that Solid waste is accumulating and is not being delivered for collection; and (2) the address, or other location description, at which Solid waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to City within five business days of such observation.

16.03 Emergency Services. Contractor shall as soon as practically possible and normally within four hours of notice from the City, provide collection services in order to remove debris resulting from a disaster or other emergency event (declared or not), unless upon a reasonable effort Contractor is unable to do so. In particular, Contractor shall under City's direction utilize such personnel, drop boxes, and/or drop box vehicles as are reasonably available to collect and transport debris and the Contractor will be reasonably compensated for said work performed.

16.04 Load Inspection Program. Contractor shall develop and implement a public education program designed to educate generators regarding proper methods of handling and disposing of hazardous waste and a load inspection program for Contractor's personnel to detect and discover hazardous waste placed by generator for collection by Contractor. Collection vehicle drivers shall be trained by Contractor to inspect containers prior to collection when practical.

In the event a collection vehicle driver finds hazardous waste at the point of collection and such waste is in an uncovered or leaking container that would be unsafe to leave, the hazardous waste shall be left in the collection container and Contractor's environmental technician shall be notified to handle the issue with the generator. Environmental technicians shall help guide the generator to safely containerize the hazardous waste and shall explain the generator's options for proper disposition of such material. Under no circumstances shall Contractor's employees knowingly collect hazardous waste or remove unsafe or poorly containerized hazardous waste from a collection container. In the event an extremely hazardous waste is found in a collection container or collection area, such as an explosive or large quantity of concentrated corrosive material, Contractor shall immediately notify the appropriate regulatory authorities.

If materials collected by Contractor are delivered to a facility owned by Contractor for purposes of transfer, processing, or disposal, load checkers and equipment operators at such facility shall conduct inspections in areas where collection vehicles unload Solid waste, Recyclable materials, Green waste, or Green waste and food waste to identify hazardous wastes. Facility personnel shall remove these materials for storage in an on-site hazardous materials storage container(s). Contractor shall make reasonable efforts to identify and notify the generator. Contractor shall arrange for removal of the hazardous wastes by permitted haulers in accordance with applicable laws and regulatory requirements.

Contractor shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at the Contractor's facility. These records shall include: waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

16.05 Independent Contractor. In the performance of services under this Agreement, Contractor is an independent contractor and not an officer, agent, servant or employee of City. Contractor shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to City employees, and Contractor expressly waives any claim it may have or acquire to such benefits.

16.06 Laws to Govern. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

16.07 Consent to Jurisdiction. The parties agreed that any litigation between City and Contractor concerning or arising out of this Agreement shall be filed and maintained exclusively in the courts of County of Contra Costa, Martinez, State of California, or in the United States District Court for the Northern District of California. Each party consents to service of process in any manner authorized by California law.

16.08 Assignment. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. City may perform a detailed review of all aspects of any proposed assignment and Contractor shall provide all documents and information requested by City to facilitate its review. All costs of City in performing such a review will be reimbursable by Contractor to City on demand. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be void and shall be grounds for the City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors, the Contractor, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor. The definition of assignment is as defined in the Guaranty Agreement attached as Exhibit D.

The use of a subcontractor to perform services under this Agreement shall not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the City Manager to subcontract such services and the City Manager has approved a subcontractor who will perform such services. Contractor shall be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor shall be the sole responsibility of Contractor. The City Manager shall have the right to require the removal of any approved subcontractor for reasonable cause.

16.09 Nondiscrimination. In the performance of all work and services under this Agreement, Contractor shall not discriminate against any person on the basis of such person's race, sex,

color, national origin, religion, marital status or sexual orientation. Contractor shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

16.10 Compliance with Laws. In the performance of this Agreement, Contractor shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including the City of Antioch Municipal Code.

City shall provide written notice to Contractor of any planned amendment to the Antioch Municipal Code that would substantially affect the performance of Contractor's services under this Agreement. Such notice shall be provided at least 30 calendar days before the City Council's approval of such an amendment.

16.11 Permits and Licenses. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance, specifically including the City business license, and maintain them in effect throughout the term of this Agreement. Contractor shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with them upon the request of the City Manager.

16.12 Point of Contact. The day-to-day dealings between the Contractor and the City shall be between the Contractor and the City Manager or his or her designee.

16.13 Notices. Whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified as the place for giving of notice in compliance with this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the City:
City Manager
City of Antioch- City Hall
P.O. Box 5007
Antioch, CA 94531-5007

As to the Contractor:
Allied Waste Systems, Inc.
441 N Buchanan Circle
Pacheco, CA 94553

With a copy to:
City Attorney
City of Antioch – City Hall
P.O. Box 5007
Antioch, CA 94531-5007

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted by facsimile equipment must also be mailed.

16.14 Entire Agreement. This Agreement is the result of mutual drafting efforts of the parties, both of whom were represented by counsel. Therefore, no interpretation shall be given to this Agreement which would favor one party or the other because of the identity of the drafter. This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the parties, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. The original agreement between the parties dated December 17, 1974 and all amendments to it and the subsequent Agreement dated September 2, 2005 are expressly superseded in total by this Agreement except for the indemnification provisions. In addition, all prior written and oral communications, including correspondence, drafts, memoranda and representations, are superseded by this Agreement.

16.15 Severability. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, shall continue in effect.

16.16 Right to Require Performance. The failure of the City at any time to require performance by the Contractor of any provision of this Agreement does not affect the right of the City thereafter to enforce the provision, nor shall waiver by the City of any breach of any provision be held to be a waiver of any succeeding breach of the provision or as a waiver of any provision itself.

16.17 Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

16.18 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference. The list of exhibits is set forth at the end of the Table of Contents.

16.19 Incorporation of City's Municipal Code. This Agreement is entered into under the authority of the ordinances contained with the City's Municipal Code and the Municipal Code is hereby incorporated in and made a part of this Agreement by reference.

16.20 Authority to Execute. Contractor warrants that it has the authority to enter in to this Agreement and that the officers signing below have the authority to bind the Contractor.

2135 **16.21 Effective Date.** This Agreement shall take effect when it is properly executed by the
2136 City and the Contractor, and that date shall be reflected in the opening paragraph.
2137 IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the
2138 respective date(s) below each signature.

CITY OF ANTIOCH

CONTRACTOR

ALLIED WASTE SYSTEMS, INC

By: _____
Jim Jakel, City Manager

By: _____
Jeff Andrews, Senior Vice President,
Operations

Date: _____

Date: _____

Authorized by
City Council Resolution No. _____

Approved as to form:

Attest: _____
Jolene Martin, City Clerk

Thomas M. Bruen, Counsel for Contractor

Approved as to form:

Lynn Tracy Nerland, City Attorney

Exhibit A

Service Specifications:

Description of Collection, Recycling and Education Services and Programs

I. Residential Collection Services

Solid waste

Contractor will offer a fully automated collection service for Solid waste. Each single family dwelling will have a choice of four cart sizes for refuse collection (20-gallon, 32-gallon, 64-gallon or 96-gallon). On a weekly basis the carts will be serviced at the curb by an automated collection vehicle, using an extendable arm, to grasp the cart and tip the contents into the body of the vehicle. Drivers will provide special consideration for on-premises services as described below (i.e. seniors, disabled).

Only Garbage shall be placed in the garbage cart. Customers shall be instructed to place their cart out the night before their collection day or by 5:30 a.m. on their service day. At least three (3) feet of space shall be between the garbage cart and any other object including Green waste and recycling carts, mailboxes or portable basketball hoops. The cart will be placed on the street in front of the curb for street side pickup. The cart's front will face out to the street.

Customers with extra Garbage or large Bulky items, can call customer service prior to their service day to arrange for extra service for a fee, as described in Exhibit B.

Recycling

Contractor will offer fully automated collection services for recycling. Each single family dwelling will receive a 64-gallon cart for recycling collection. On a weekly basis the carts will be serviced on the same day as their regular garbage pick up day at the curb. An automation collection vehicle, using an extendable arm, will grasp the cart and tip the contents into the body of the vehicle. Drivers will provide special consideration for on-premises service as described below (i.e. seniors, disabled).

Customers will not have to source separate Recyclable material. All material will be deposited into the 64-gallon recycling cart. The cart will be placed on the street in front of the curb for street side pickup. The cart's front will face out to the street. Contractor will provide a 32-gallon recycling cart for those customers with special needs such as disability or storage limitations or a 96 gallon recycling cart for those customers who generate excess Recyclable material. This option will not be an advertised service, but provided on a case by case as needed basis. Additional carts for Recyclable material will be available for the rate set forth in Exhibit B. Customers shall be instructed to place their cart out the night before their collection day or by 5:30 a.m. on their service day. At least three (3) feet of space shall be between the garbage cart and any other object including Green waste and recycling carts, mailboxes, portable basketball hoops, etc.

Acceptable Recyclable material:

- ◆ All plastic containers #1-7
- ◆ Rigid Plastic items

- 2185 ♦ Aluminum and tin cans
- 2186 ♦ Glass bottles and jars of all colors
- 2187 ♦ White paper
- 2188 ♦ Envelopes (with or without windows)
- 2189 ♦ Computer print out paper (with blue/green stripe)
- 2190 ♦ Adding machine tape
- 2191 ♦ Colored paper
- 2192 ♦ Fax paper
- 2193 ♦ White & carbonless forms
- 2194 ♦ Laser printer paper
- 2195 ♦ Manila folders and envelopes
- 2196 ♦ Magazines
- 2197 ♦ Newspapers
- 2198 ♦ Cardboard (3'x3' in size, no larger)
- 2199 ♦ Phone books
- 2200 ♦ Junk mail
- 2201 ♦ Paperback and hard covered books
- 2202 ♦ Construction paper
- 2203 ♦ Aluminum foil
- 2204 ♦ Scrap metal and small metal appliances
- 2205 ♦ Electronic Waste Peripherals

2206

2207 Unacceptable Recyclable material:

- 2208 ♦ Plastic bags
- 2209 ♦ Carbon paper
- 2210 ♦ Spiral or bound notebooks
- 2211 ♦ Food/snack waste
- 2212 ♦ Restroom waste
- 2213 ♦ Tyvek (overnight envelopes)
- 2214 ♦ Food wrappers
- 2215 ♦ Cookware/Ceramics
- 2216 ♦ Window glass or mirrors
- 2217 ♦ Shrink wrap
- 2218 ♦ Polystyrene/Styrofoam

2219

2220 All contaminated containers will be tagged for customer education purposes.

2221

2222 **Green waste**

2223 Each single family dwelling will receive a 96-gallon cart for Green waste collection. On a bi-
2224 weekly basis (every other week) the carts will be serviced on the same day as regular garbage
2225 pick up at the curb. An automation collection vehicle, using an extendable arm, will grasp the
2226 cart and tip the contents into the body of the vehicle. Customers will be notified annually of
2227 their collection schedule. The cart will be placed on the street in front of the curb for street side
2228 pickup. The cart's front will face out to the street. Customers shall be instructed to place their
2229 cart out the night before their collection day or by 5:30 a.m. on their service day. At least three
2230 (3) feet of space shall be between the Green waste cart and any other object including Garbage

and recycling carts, mailboxes, portable basketball hoops, etc. Contractor will provide a 32-gallon Green waste cart for those customers with special needs such as disability or storage limitations. This option will not be an advertised service, but provided on a case by case as needed basis. Drivers will provide special consideration for on-premises service as described below (i.e. seniors, disabled). Additional carts for Green Waste material will be available for the rate set forth in Exhibit B. Acceptable material must be placed directly into the cart, with no bagging or other containers placed into the cart.

Acceptable Green waste material:

- ◆ Grass clippings
- ◆ Brush
- ◆ Weeds and leaves
- ◆ Hay and straw
- ◆ Prunings
- ◆ Tree trimmings
- ◆ Tree branches 6 inches or less in diameter and 3 feet or less in length

Unacceptable Green waste material:

- ◆ Plastic bags
- ◆ Rocks or concrete
- ◆ Sod and dirt
- ◆ Loose fruits and vegetables
- ◆ Tree trunks, stumps, palm fronds
- ◆ Branches more than 6 inches in diameter or more than 3 feet in length
- ◆ Pet waste

All contaminated containers will be tagged for customer education purposes.

The City of Antioch will review customer's requests for exemption from this program. Exemptions will be granted if the resident can prove that no Green waste is generated for disposal due to composting, contracting with a landscaper or if the property is hardscaped (does not have any plants, consists of concrete and rock or decking). Customers who are granted exemptions will not receive a Green waste cart and will be billed at the Green waste Exempt rate set forth in Exhibit B.

On-Premises Service

Contractor shall provide on-premises collection of residential Solid waste, Recyclable materials and Green waste to a SFD customer if all adult customers residing there have disabilities that prevent them from setting their Garbage, Recycling or Green waste cart at the curb for collection and if a request for on-premises service has been made to, and approved by, the City Manager in the manner required by City. On premises service shall include pickup and replacement of carts within the front or side yard and return of the cart to such location. The Contractor shall authorize on-premises service in appropriate circumstances.

On Call Waste Cleanup Program

Contractor will offer residential customers two (2) on-call curbside cleanups per year allowing a maximum of 2 cubic yards per cleanup or the equivalent of fourteen (14) thirty-two gallon bags. Pick up will be on the same day as regular garbage service. Contractor provides large item pick-up for 2 items per customer every calendar year for additional items there is a fee as outlined in Exhibit B. For customer convenience, Contractor utilizes a voice mail system so customers may leave messages after business hours including requests for scheduling on-call collection service. Guidelines will be as follows:

Guidelines for collection:

- ◆ Place items at the curb by 5:30 a.m., preferably the night before the cleanup day.
- ◆ All items must be stacked in one place.
- ◆ Bag or tie items with rope, cord, tape or string strong enough to keep the bundle intact or place in disposable containers. All containers will be taken including metal and plastic trash cans.
- ◆ Place cleanup items in a single pile at a distance of 4 feet or more from all carts.

Unacceptable . waste Material:

- ◆ No item may weigh more than 150 lbs. or be longer than 4 feet. Bags cannot weigh more than 50 pounds.
- ◆ No televisions or computer monitors*.
- ◆ No household hazardous wastes including paint, motor oil, car batteries, antifreeze, solvents, pesticides, cleaners.
- ◆ No large car parts (tires, transmission blocks, engines, etc.) or large furniture*.
- ◆ No rocks, dirt or concrete.
- ◆ No refrigerators, freezers, air conditioners or other appliances with Freon*.
- ◆ No tree stumps or large tree trunks.
- ◆ Do not place cleanup items near or in front of refuse or recycling carts.
- ◆ No loose piles

*** Can be picked up as a large item pickup, but not part of the on-call cleanups.**

On Call Recycle Cleanups

Contractor will offer three (3) on call recycling pickups per year, for recycling extra Green waste and/or for extra corrugated cardboard. Residents will call customer service to schedule a pickup a week in advance.

Guidelines:

- ◆ After filling Green waste cart, place extra clippings in containers that are 32 gallons or less in volume. Maximum 75 lbs. per container. Containers will not be taken away. Do not use plastic bags.
- ◆ Tree branches and prunings must be 3 feet or less in length and 6 inches or less in diameter.
- ◆ Trim cardboard to 3 feet or less on each side, flatten and bundle with string.
- ◆ For pickups, place bundled cardboard or Green waste containers at the curb by 5:30 a.m. or, preferably, the night before.
- ◆ Keep extra material at least 4 feet away from carts.

Motor Oil and Oil Filters

Customers will be able to recycle motor oil and oil filters curbside. The motor oil shall be in a clear plastic container like a plastic milk jug. The lid shall be taped to the top and placed beside the recycle cart on their recycle collection day. Customers are allowed a maximum of three (3) gallons of oil per pick up. Oil filters will be placed in a heavy sealable plastic bag such as a Ziploc bag sealed and left by the recycle cart on their recycle collection day.

While recycling is an automated service, the driver will get out of the vehicle to pick up these materials.

Used motor oil and filters will not be collected during the On-Call Bulky Waste Cleanups.

On-Call Pickup of Batteries, Cell Phones and Compact Fluorescent Light bulbs

Customers will be able to include Compact Fluorescent Light bulbs (CFLs), cell phones and household batteries to any on call recycling or waste pickups at no additional charge. Items need to be placed next to material left out for pickup in sealed clear plastic bags. Each material type needs to be placed in a separate bag. There is a maximum of four (4) cell phones per appointment. CFLs must not be broken or there will be a fee for disposal

II. Multifamily Collection Services

Solid waste

Multifamily residents subscribing individually for service will receive carts for Solid waste, Recycling and Green waste. These customers will receive service that is very similar to the type described for single family dwellings. Multi-family residents who do not subscribe individually for service will be provided with carts (32-gallon, 64-gallon or 96-gallon) or front end load containers ranging in size from one (1) cubic yard to six (6) cubic yards. Collection frequency will be at a minimum once a week. Contractor provides large item pick-up for a fee as described in Exhibit B.

Contractor will service compactor containers as long as the compactor meets collection vehicle specifications.

Recycling

Recycling service will be provided to all complexes and individuals in multifamily complexes unless the City determines otherwise. Diversion for this program is calculated with the commercial diversion rates. Carts or front-end load containers will be used for recycling. The types of material collected will be the same as detailed under Residential Recycling Services.

Multifamily residents who subscribe individually for service will receive instructions/information that is similar to residents of single family dwellings. Those residents of multifamily complexes not subscribing to individual service will receive information through the facility manager, if available or the property owner. Contractor will bill the facility manager, landlord or homeowners association for the service in cases where front load containers are utilized.

The City of Antioch reserves the right to review service criteria (space limitations, impractical service, lack of recycle material, lack of commitment to separate material from Solid waste) and require any adjustments to the program. Contractor will work with all multifamily customers to maximize recycling services and minimize additional overall cost of service upon request of the customer.

Contractor will service compactor containers as long as the compactor meets our collection vehicle specifications.

Green waste

Green waste service will be offered to all complexes and individuals in multifamily complexes unless the City determines otherwise. Carts or drop boxes will be used.

The City of Antioch reserves the right to review service criteria (space limitations, impractical service, lack of recycle material) and approve any exemptions from the program. Contractor will work with all multifamily customers to maximize Green waste services and minimize additional overall cost of service upon request by the customer.

On Call Waste Cleanup

Multifamily residents subscribing individually for service will receive two (2) on-call bulky waste cleanups as described under Residential Services. Contractor provides large item pick-up for a fee as described in Exhibit B.

Multifamily residents subscribing to bin service have the option of scheduling debris boxes for complex clean ups according to the fees set forth in Exhibit B. The property manager or designated representative must call in advance to schedule a box. The customer service department will determine the appropriate box size based on the size of the complex. Contractor will provide the property manager/designee with information to distribute to their tenants regarding acceptable material for the cleanups. No hazardous waste or white goods containing Freon will be allowed. Bin service customers cannot request individual cleanups. All other guidelines apply as described in Residential Services. Contractor provides large item pick-up for a fee as described in Exhibit B.

On Call Recycle Cleanups

Multifamily residents subscribing individually for service will receive the same information as residential customers described in Residential Services for on-call recycle cleanups. Green waste exempt customers will not be eligible for Green waste cleanups. Those residents of multifamily complexes not subscribing to individual service will receive three (3) cardboard on-call cleanups only. The facility manager will coordinate with Contractor whether a bin, debris box or other collection method would best suit their need.

III. Commercial/Industrial Collection Services

Solid waste

Commercial and industrial customers are serviced in a variety of ways depending upon their location, frequency and amount of service required, accessibility and where they are situated relative to other customers with similar service requirements and as described in Section 9 of the

Collection Agreement. Commercial and Industrial customers will typically be serviced in one of three ways. The most common means of managing materials generated by this segment of the customer base is the use of small containers/bins for collection by front end load vehicles. These containers come in multiple sizes and can be configured to various dimensions in order to fit a given refuse enclosure. These bins are typically utilized for collection of Refuse and Recyclable material and will be available for Green waste service.

Drop boxes are used in circumstances where the generator has a large amount of material that would require too frequent service of a front end load container. These boxes also come in multiple shapes and sizes and are transported by roll-off collection vehicles equipped with a hoist to lower and raise the container onto the bed of the vehicle for transport. These containers are typically used for Refuse, Recyclable material and Green waste. These boxes must have a minimum of twice a month service. However, the City of Antioch may require more frequent service based upon health or public nuisance issues.

Some customers may be better served by use of containers equipped with compactors. These receptacles are generally very useful for bulky wastes and material that is easily compacted in order to maximize payloads. Roll-off collection vehicles are also utilized to transport and exchange compactor boxes. Contractor will provide service at the compacted rate as long as the customer supplies their own compactor.

In certain instances where commercial customers do not require a large degree of service, commercial carts are utilized. These containers are identical to those employed in serving residential customers and typically are used by small business owners who do not generate a large amount of refuse or recyclables. These carts are generally serviced by the vehicles serving the residential customers.

Contractor will work closely with commercial and industrial customers to determine the most efficient and cost effective service options available to them.

Recycling

Contractor will offer a range of recycling services to commercial customers:

- ◆ Send a Waste Assessment Survey and commercial recycling mailer outlining new services to all commercial customers.
 - ◆ Meet with large waste generators to identify potential recycle waste streams and source reduction opportunities.
 - ◆ Conduct on-site Waste Assessments upon request for all commercial customers. Make recycling and source reduction recommendations.
 - ◆ Attend and speak to business organizations such as the Chamber of Commerce.
 - ◆ Review current service levels of all commercial customers. Determine potential for recycling and contact customer.
 - ◆ Re-route commercial customers with primarily “dry” debris to recycling routes
- Contractor will work with all commercial customers to maximize recycling services and minimize additional overall cost of service.

Commercial/Industrial Diversion Requirements

Allied Waste will use all commercially reasonable efforts to implement a comprehensive, mandatory, commercial/industrial recycling, reuse and diversion program to maximize the amount of solid waste that can be diverted from this segment of the City's waste stream. Allied Waste will obtain a commercial diversion rate, as calculated by the dividing total commercial recycling tonnage by the total commercial tons hauled of 50% by 2011. The incremental goals are to be a 35% diversion rate for 2008, 40% for 2009 and 45% for 2010. If the incremental goals are not met, Allied Waste shall meet with the City to evaluate the program and implementation plan.

In order to meet this diversion rate, Allied Waste will have a full-time Recycling Coordinator dedicated to waste diversion programs in Antioch.

If it does not look like the 2011 goal will be achieved Allied Waste shall promptly undertake a study at no cost to the City, including waste characterization of the commercial/industrial waste stream, to determine how these requirements can be met. Allied Waste shall, upon a schedule agreed to by the City, provide the study to the City along with a comprehensive report as to how these specific targets can be promptly met and how the state mandated City-wide 50 percent diversion requirement will be accomplished on a consistent basis.

IV. Construction and Demolition

Construction and demolition debris means wood, wallboard, metal, glass, paper, plastic, concrete and other recyclable and non-recyclable Solid wastes, including Mixed waste, generated by residential, commercial and industrial demolition, remodeling, and construction activities. Containers are available in sizes ranging from (8) eight cubic yards to fifty (50) cubic yards.

Construction and Demolition (C&D) customers must contact a customer service representative (CSR) at Contractor to arrange for service. The CSR will ask if the drop box contains recycle material and will direct Construction and demolition debris, including dirt and cement, to a permitted processing facility. The diversion goal of these mixed loads at the processing facility is a minimum fifty (50) percent. The customer will indicate on their order form, by checking the applicable box, if they need documentation to comply with the City of Antioch Municipal Code. Contractor will report to the City any flagrant violations of the City C&D Ordinance. Contractor will obtain a fifty (50) percent or greater diversion from mixed C&D customers on a bin by bin basis. Bins where a 50% diversion rate cannot be achieved must be hauled and noted as Solid waste. Prior to servicing mixed C&D bins as Solid waste, customer must be notified.

VI. Holiday Tree Recycling

Residential

Contractor will offer two options for residential customers for recycling holiday trees:

- ◆ Green waste cart collection – Place unflocked tree in green waste cart. Branches must be 6 inches or less in diameter and 3 feet or less in length. Cut off treetops.
- ◆ Recycling Drop Off Center- Contractor shall provide annual Holiday tree collection pick up and recycling at up to two locations designated by the City. This service shall be provided during the first three weeks of January of each year at a time and in a manner to be mutually agreed upon by City and Contractor.

Information and instructions for the Holiday Tree Collection Program will be sent to residential customers as a bill insert upon City approval.

Multifamily

A flyer, approved by the City, will be sent to multifamily complexes notifying them of their tree recycling options and program guidelines. Multifamily accounts can use their existing green waste bins for recycling, the free drop off locations described above or schedule a green waste recycling roll off bin.

Commercial

A drop off facility located on N. Buchanan Cr. in Pacheco accepts holiday trees at no charge from commercial customers. Residential and multi-family customers may avail themselves of this service as well. Commercial accounts can also use their existing green waste bins for recycling or the free drop off locations described above.

Guidelines for residential, multifamily and commercial customers:

- Remove stands, whether metal, plastic or wood.
- No flocked or artificial trees.
- Remove lights, ornaments, tinsel and other trimming from branches.

VII. Electronic Recycling

Residential customers can use one of their free on call bulky cleanups for curbside collection of computer monitors, televisions and other electronic equipment (universal waste) for single family, multi-family and commercial customers. Residential, multifamily and commercial customers can put electronic waste peripherals such as keyboards, speakers, and mice in single stream recycling carts or dumpsters.

Single family, multifamily and commercial customers can call Contractor customer service in advance to schedule a pick up for the collection of electronic equipment for a fee as described in Exhibit B. Multi-family and commercial customers that do not have individual billing may have electronic equipment picked up for a fee as described in Exhibit B. For commercial customers, this material will need to be placed in a location accessible to larger vehicles. Multifamily customers will be asked where their material will be located for collection. If the customer does not provide this information, the customer will be asked to place the material near their garbage enclosure.

Collection arrangements that have not been made according to the guidelines above will not be picked up and a non-collection notice will be left with information on how to schedule.

VIII. Public Education

Contractor will develop materials that convey instructions and information to residential, multifamily and commercial customers. Information will be distributed to customers on an annual basis, at a minimum. Multifamily and commercial literature may differ slightly due to collection differences. This information will include:

- ◆ Garbage collection guidelines

- 2564 ♦ Recycle collection guidelines
- 2565 ♦ Green waste collection guidelines
- 2566 ♦ On call cleanup guidelines
- 2567 ♦ Recycle cleanups
- 2568 ♦ Set out of oil and oil filters
- 2569 ♦ Spacing between carts
- 2570 ♦ Recycling Drop Off Center
- 2571 ♦ Hazardous waste guidelines
- 2572 ♦ How to Reach Us
- 2573 ♦ Payment Options
- 2574 ♦ Service Questions
- 2575 ♦ Vacation policy
- 2576 ♦ Holidays
- 2577 ♦ Holiday Tree Collection Program as described on page 10.
- 2578 ♦ Website
- 2579 ♦ Customer Complaint Resolution Process
- 2580 ♦ Electronic Waste Recycling

2581

2582

2583 Program Expansion Outreach- An implementation plan will be submitted to the City for approval
2584 30 days after contract approval. The implementation plan will include, but is not limited to:
2585 start date of new services; types of outreach methods to be used (brochures, workshops,
2586 meetings, personal contact, etc. stickers; press releases and newspaper ads). The City will
2587 approve all educational material within a reasonable time period that enables implementation
2588 deadlines to be met.

2589

2590 **IX. City Services**

2591 City facilities will be provided service free of charge as specified in Section 4.04 and 415. of the
2592 Collection Agreement.

2593

2594 **X. Outreach to Schools**

2595 Contractor has a separate Agreement with Antioch Unified School District. Contractor will
2596 include all solid waste and recycle tons in their quarterly recycle reports to the City.

2597

2598 **XI. Scope of Services**

2599 Nothing contained herein is intended to modify the definitions of Solid waste or the scope of
2600 exempt waste as set forth in this Agreement or City ordinances, including but not limited to
2601 Chapter 3 of Title 6 of the Antioch Municipal Code. The City's ordinances, the Agreement and
2602 this Exhibit A shall be interpreted in a manner so as to harmonize any inconsistencies.

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Exhibit B**Schedule of Maximum Rates that Contractor can Impose****Maximum Residential Rates**

20 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$20.99
32 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$24.65
64 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$39.80
96 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$46.75

Maximum Green Waste Exempt Rate

20 gal garbage cart, 64 gal recycle cart	\$16.67
32 gal garbage cart, 64 gal recycle cart	\$20.33
64 gal garbage cart, 64 gal recycle cart	\$35.48
96 gal garbage cart, 64 gal recycle cart	\$42.43

Maximum Senior Rates (must apply with City)

20 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$13.60
32 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$ 14.80
64 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$23.65
96 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$ 27.77

Maximum Green Waste Exempt Senior Rates

20 gal garbage cart, 64 gal recycle cart	\$11.01
32 gal garbage cart, 64 gal recycle cart	\$12.21
64 gal garbage cart, 64 gal recycle cart	\$21.06
96 gal garbage cart, 64 gal recycle cart	\$25.18

Maximum Additional Rates:

Second recycle cart	64Gal-	\$5.21
Senior second recycle cart	64 Gal –	\$4.44
Second green waste cart	96 Gal	\$4.32
Senior second green waste cart	96 Gal	\$2.59

Extra on call recycling/cardboard cleanup – on service day only	30.00
Extra on call recycling/green waste cleanup - on service day only	30.00

Maximum Special Pickup Rates

Minimum charge on service day	\$25.00
Minimum charge nonservice day	\$40.00
Extra bag	\$2.50 each – place at curb
Extra can	\$6.00 each – place at curb

Maximum Handy Hauler Bins Rates

4 yard	139.53
5 yard	161.00
6 yard	203.93

	Bulky Item Maximum Price List	
2655		
2656		
2657	twin mattress	\$40.00
2658	twin box spring	\$40.00
2659	double mattress	\$40.00
2660	double box spring	\$40.00
2661	queen mattress	\$40.00
2662	queen box spring	\$40.00
2663	king mattress	\$40.00
2664	king box spring	\$40.00
2665	Stove	\$40.00
2666	Dryer	\$40.00
2667	Washer	\$40.00
2668	Dishwasher	\$40.00
2669	hot water heater	\$40.00
2670	couch/sofa	\$40.00
2671	hide a bed	\$40.00
2672	refrigerator (pick up and Freon removal)	\$100.00
2673	Freezer (pick up and Freon removal)	\$100.00
2674	air conditioner (pick up and Freon removal)	\$100.00
2675	swamp cooler	\$40.00
2676	tires (less than 19")	\$6.00
2677	tires with rim (less than 19")	\$8.00
2678	tires (larger than 19")	\$9.00
2679	tires with rim (larger than 19")	\$14.00
2680	TV (32" or smaller)	\$25.00
2681	TV (32" or larger)	\$40.00
2682	Computer monitors	\$25.00
	Ewaste (3 pieces)	\$5.00
	Extra 32 Gal bag	\$2.50

Exhibit C

Commercial & Multi-Family Maximum Garbage Rates

1 Yd	1 x per week	142.62	5 Yd	1 x per week	528.78
	2 x per week	285.23		2 x per week	1057.64
	3 x per week	427.85		3 x per week	1586.50
	4 x per week	570.48		4 x per week	2115.28
	5 x per week	713.09		5 x per week	2644.14
	Special	49.67		Special	157.29
2 Yd	1 x per week	219.57	6Yd	1 x per week	627.45
	2 x per week	439.19		2 x per week	1254.88
	3 x per week	658.79		3 x per week	1882.23
	4 x per week	878.39		4 x per week	2509.67
	5 x per week	1097.99		5 x per week	3137.12
	Special	74.20		Special	182.10
3Yd	1 x per week	330.36	8Yd	1 x per week	824.82
	2 x per week	640.89		2 x per week	1649.27
	3 x per week	961.30		3 x per week	2473.84
	4 x per week	1281.73		4 x per week	3298.43
	5 x per week	1481.88		5 x per week	4123.03
	Special	99.33		Special	248.32
4Yd	1 x per week	427.24			
	2 x per week	854.49			
	3 x per week	1281.73	32 Gal cart 1x/wk	23.20	
	4 x per week	1708.96	64 Gal cart 1x/wk	41.36	
	5 x per week	2136.20	96 gal cart 1x/wk	59.17	
	Special	132.43			

Debris Box:	2687
Compact Rate	362.09
Min. Monthly	488.37
Concrete	212.16
Reg. Rate	479.67
Excess ton	88.33

2701
2702

Commercial & Multi-Family Maximum Recycle Rates

1 Yd	1 x per week	99.835 Yd	1 x per week	370.15
	2 x per week	199.67	2 x per week	740.35
	3 x per week	299.50	3 x per week	1110.55
	4 x per week	399.34	4 x per week	1480.70
	5 x per week	499.16	5 x per week	1850.90
	Special	34.77	Special	110.10
2 Yd	1 x per week	153.706Yd	1 x per week	439.22
	2 x per week	307.44	2 x per week	878.42
	3 x per week	461.15	3 x per week	1317.56
	4 x per week	614.87	4 x per week	1756.77
	5 x per week	768.59	5 x per week	2195.98
	Special	51.94	Special	127.47
3Yd	1 x per week	231.258Yd	1 x per week	577.21
	2 x per week	448.62	2 x per week	1154.48
	3 x per week	672.91	3 x per week	1731.68
	4 x per week	897.21	4 x per week	2308.90
	5 x per week	1037.32	5 x per week	2886.12
	Special	69.53	Special	173.82
4Yd	1 x per week	299.07		
	2 x per week	598.14		
	3 x per week	897.21		
	4 x per week	1196.28		
	5 x per week	1495.34		
	Special	92.70		

2703 96 gal cart green waste 4.33

2704

2705 32 gal cart recycle 16.23

2706 94 gal cart recycle 28.95

2707 96 gal cart recycle 41.42

2708

Exhibit D**City Facilities and Special Collection Services**

City Facilities shall include but not be limited to the following:

City		Facility		Current Service Level
ANTIOCH				
0033696-132	G	Antioch Youth Sports Complex	G	21 95 gal 1x wk
		1030 Apollo Court	R	15 95 gal on call
0033696-135	G	East Co. Day Care	G	1 2yd 1x wk
0033696-117	G	931 Cavallo Rd.	G	1 4yd 2x wk
0033696-129	G	Lynn House	G	1 95 gal 1x wk
		809 First St.		
0020636-107	G	Fulton Shipyard	R	2 95 gal 1x wk
0020636-109	R		R	1 20yd on call
0020636-101	R		R	4 20 yd on call
0020636-103	R		R	5 20 yd on call gw
0029496-100	G	Park Maintenance Dept.	G	1 32 gal 1x wk
		3060 Gentrytown Dr.		
0033696-105	G	Lone Tree Golf Course	G	1 6yd 2x wk
			G	1 6yd 1x wk
			R	15 95 gal 1x wk
			R	3 14 gal bins on call
			R	1 2yd 1x wk
0033696-100	G	City Hall	G	4 95 gal 2x wk
0033696-119	R	212 H Street	R	10 95 gal 1x wk
0033696-148	R		R	8 95 gal 1x wk
			R	1 8yd 3x wk
0033696-126	G	Community Park	G	1 8yd 2x wk
		801 James Donlon	R	1 2yd 1x wk
0033696-124	G	Police Station	G	1 4yd 5x wk
		300 L Street	R	3 95 gal 1x wk
0033696-137	G	Prewett Water Park	G	1 95 gal 1x wk
		4701 Lone Tree Way	G	4 3yd 3x wk
			R	1 95 gal 1x wk
0033696-103	G	Chichibu Park	G	6 32 gal 1x wk
		Longview Road		
0033696-123	G	Antioch Marina	G	2 4yd 2x wk
0033696-138	R	5 Marina Plaza	R	4 95 gal 1x wk
0033696-107	G	Corp Yard	G	3 2yd 1x wk
0033696-120	R	N Street	G	1 8yd 1x wk
			R	4 95 gal 1x wk
			R	1 4yd 1x wk
0033696-106	G	Water Treatment Plant	G	1 4yd 1x wk
		401 Putnam Street	R	2 64 gal 1x wk
0033696-118	G	275#A Tregallas Road	G	1 32 gal 1x wk
0014126-100	G	Antioch Little League	G	2 6yd 1x wk
0014126-101	R	10th Street	R	12 95 gal 1x wk
0033696-128	G	Delta 2000	G	1 3yd 1x wk

		301 10th Street	R	1 64 gal 1x wk
0033696-122	G	200#A 18th Street	G	1 32 gal 1x wk
0033696-125	G	Antioch Sr. Center	G	1 6 yd 2x wk
		415 2nd St.	R	2 95 gal 1x wk
0033696-104	G	6th Street	G	2 32 gal 1x wk
0033696-139	R	Delta Diablo HW	R	2 64 gal 1x wk

G - trash

R - recycling

2714

2715 Minimum Three Special events and monthly litter pickup events, which currently

2716 include:

2717 Coastal Clean Up

2718 Keep Antioch Beautiful clean up

2719 Monthly Neighborhood Litter Picks

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Exhibit E

Service Specifications:

Right of Way Cleaning Areas

2724
2725
2726
2727
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2730 Lone Tree Way - Hwy 4 to Empire
2731
2732 Hillcrest Ave. - Hwy 4 to Lone Tree Way
2733
2734 Deer Valley Rd. - Hwy 4 to Lone Tree Way
2735
2736 James Donalon Blvd. - Lone Tree Way to Somersville
2737
2738 Contra Loma Blvd. - Hwy 4 to James Donalon
2739
2740 Dallas Ranch Rd. - Lone Tree Way to the end of the road
2741
2742 Davison Dr. – Lone Tree Way to Hillcrest Ave.
2743
2744 Country Hills Dr. – Truskmore Way to Lone Tree Way
2745
2746 Sagebrush Way – Lone Tree Way to Prewett Ranch Rd.
2747
2748 East 18th St. – Hillcrest Ave. east to #1860 18th St.
2749
2750 Oakley Rd. – Willow Ave. to City Limits
2751
2752 Mokelumne Dr – Mark Twain Dr to Prewett Ranch Dr
2753
2754 Golf Course Rd – Lone Tree way to Mesa Ridge Dr
2755 **Other right of way areas to be added.**

Compliance Process



California Department of Resources Recycling and Recovery

CalRecycle

CalRecycle Compliance Assistance

California's effort to reduce super pollutants builds on the state's shared commitment to reduce greenhouse gas emissions, improve human health, and create clean jobs that support resilient local economies. Implementing a state-wide plan (SB 1383, Lara, Chapter 395, Statutes of 2016) to reduce short-lived climate pollutants, harmful super pollutants with significant warming impacts, is essential to achieving California's climate goals.

CalRecycle will provide compliance assistance to jurisdictions, including:

- Implementation Checklists
- Training and Guidance
- Model Implementation Tools (Model: Franchise Agreement, Edible Food Recovery Agreement, Enforcement Ordinance, Procurement Policy)

CalRecycle Enforcement Discretion

The SB 1383 enforcement structure allows CalRecycle to focus on compliance assistance first and dedicate enforcement efforts to serious offenders. The regulations allow for flexibility and deadline extensions in some instances when there are extenuating circumstances causing compliance issues despite a jurisdiction's substantial efforts, such as the COVID-19 pandemic and natural disasters.

The enforcement process is an escalating process, and the timelines are not triggered until a Notice of Violation (NOV) is issued.

- CalRecycle has discretion to address compliance issues with a jurisdiction through compliance evaluations prior to moving to enforcement proceedings.
- CalRecycle will consider the totality of circumstances surrounding a jurisdiction's compliance prior to issuing NOVs.
- CalRecycle has discretion to issue NOVs and, depending on circumstances, not seek penalties.

If CalRecycle takes enforcement action, it can consider **extenuating circumstances** as well as **substantial efforts** made by a jurisdiction and place the entity on a Corrective Action Plan (CAP). CalRecycle has enforcement discretion to allow for a longer timeline for compliance.

The regulations allow for extended compliance timelines (under certain circumstances), giving jurisdictions additional flexibility to come into compliance before penalties are issued.

SB 1383 Enforcement Process Timeline



Notice of Violation (NOV) - If CalRecycle determines a jurisdiction is violating one or more requirements and decides to take enforcement action, it must issue an NOV.

- A jurisdiction will have **90 days** to correct the violation.
- That timeframe can be extended an **additional 90 days** to a **total of 180 days** if CalRecycle finds that additional time is necessary.

Corrective Action Plan (CAP) - For violations due to barriers outside a jurisdiction's control (**extenuating circumstances**) and when a **substantial effort** is made towards compliance:

- Jurisdictions can be placed on a Corrective Action Plan, extended compliance timelines.

Extenuating circumstances are:

- Acts of God such as earthquakes, wildfires, flooding, and other emergencies (such as pandemics) or natural disasters.
- Delays in obtaining discretionary permits or other government agency approvals.
- An organic waste recycling infrastructure capacity deficiency requiring more than 180 days to cure.

Substantial effort is where a jurisdiction has done everything within its authority and ability to comply. **Substantial effort does not include** circumstances where a decision-making body of a jurisdiction has not taken the necessary steps to comply with the chapter, including, but not limited to:

- Failure to provide adequate staff resources to meet its obligations, or
- Failure to provide sufficient funding to meet its obligations, or
- Failure to adopt the ordinance(s) or similarly enforceable mechanisms.

If a jurisdiction does not demonstrate that they have made a **substantial effort**, they would not be eligible for the extended compliance deadlines. However, CalRecycle will consider the totality of circumstances surrounding a jurisdiction's compliance prior to issuing NOV's.

Penalties are imposed after all other compliance actions have failed.

- If a jurisdiction does not meet NOV or CAP deadlines, CalRecycle has another opportunity to exercise enforcement discretion by determining when to commence an action to impose administrative civil penalties.

- When CalRecycle commences an action to impose administrative civil penalties, it shall serve an accusation and hold a hearing—if requested by the respondent (roughly, a 180-day process).

AB 939's Good Faith Effort vs. SB 1383's Compliance Determination

AB 939 established a specified waste diversion target for each jurisdiction.

- A **Good Faith Effort** determination relies upon a suite of indicators to determine if a jurisdiction is actively trying to implement programs and achieve its targets.

SB 1383 establishes a statewide target and prohibits a target for each jurisdiction.

- SB 1383 requires a more prescriptive approach and state minimum standards.
- Jurisdictions must demonstrate compliance with each prescriptive standard.
- Legislators amended SB 1383 to remove the requirement that CalRecycle use the AB 939 **Good Faith Effort** requirement for its enforcement for SB 1383.
- The 75 percent organic waste diversion target in 2025 will not be reachable with the longer compliance process under the **Good Faith Effort** standard.

Senate Bill 619 - Notification of Intent to Comply (NOIC)

SB 619 authorizes a jurisdiction facing continuing violations that commence during the 2022 calendar year to submit a NOIC and a resolution to CalRecycle no later than March 1, 2022.

SB 619 authorizes CalRecycle to issue a CAP for any jurisdiction with an approved NOIC even if the jurisdiction has not provided sufficient funding, provided adequate staff, or adopted an enforcement ordinance.

Upon an approved notification, a jurisdiction may be eligible for both of the following:

1. Administrative civil penalty relief for the 2022 calendar year pursuant to 14 CCR section 42652.5(d).
2. A corrective action plan pursuant to 14 CCR section 18996.2.

Administrative Civil Penalty Relief – CalRecycle will waive administrative civil penalties for the 2022 calendar year for violation(s) disclosed in a jurisdiction's approved NOIC, if the jurisdiction implements the proposed action(s) to remedy the violation(s) in accordance with the schedule in the NOIC.

Additionally, for violations commencing during the 2022 calendar year and continuing into the 2023 calendar year, administrative civil penalties will begin accruing starting January 1, 2023, but, if CalRecycle exercises its discretion to put a jurisdiction on a CAP, any penalties may be waived upon a determination of full compliance with the terms of the CAP (see 14 CCR section 18996.2).

- **In the SB 1383 enforcement process, penalties may begin accruing for violations occurring in 2022.**

If a jurisdiction fails to adhere to the proposed action(s) and schedule in the NOIC, CalRecycle may revoke its approval of the NOIC and impose administrative civil

penalties for violations occurring during the 2022 calendar year retroactive to the date of violation(s).

Eligibility for a CAP through the NOIC Process – For violations identified in the NOIC, CalRecycle may address any violations disclosed through a CAP that will take more than 180 days to correct.

- **A jurisdiction is not required to demonstrate a substantial effort to be eligible for a CAP through the NOIC process. This differs from the SB 1383 enforcement process outlined on page 3.**

For instructions on how to submit and what the NOIC should include, visit <https://www.calrecycle.ca.gov/organics/slcp/enforcement/noic>.

ATTACHMENT D

AB 1594

ADC to Compost		Description
Residential Organics and Recycling		
Labor		
Yardwaste Driver	\$ 193,862.24	Recycling Driver
Equipment		
Collection Vehicles Operating	\$ 89,334.12	Additional Maintenance Expense
Collection Vehicles (Capital)	\$ 35,400.00	1 CNG Vehicle with 10 year Depreciatiable Life
Processing		
Organic Material Processing	\$ 1,043,414.58	
Other		
Other	\$ 36,489.55	
Republic Compensation		
Profit on New Cost	\$ 57,804.68	
Total	\$ 1,456,305.17	

Additional Drivers Organic		
Additional Drivers	1.00	
Base Hourly Rate	\$ 37.00	Contracted Rate - See Labor Contract page 6
Overtime Hourly Rate	\$ 55.50	
Average Weekly Hours Per Route	50.0	Division Average
Average Weekly Salary	\$ 2,035.00	
Annual Salary	\$ 105,820.00	
Taxes & Benefit %	83.2%	
Total Salary	\$ 193,862.24	

Collection Vehicles (Operating)		
Additional Vehicles	1.00	
Average Fuel Cost/Hour	\$ 7.87	
Yard Time per day	1.00	
Additional Op Hrs./Wk. (Excl. Yard time)	49.00	
Additional Cost/Week	\$ 385.63	
Additional Cost/Year	\$ 20,052.76	
Annual Tag & Lic	\$ 6,040.00	
Average Maintenance Cost/Hour	\$ 24.82	Division Average for Maintenance cost per hour
Additional Op Hrs./Wk. (Excl. Yard Time)	49.00	
Additional Cost/Week	\$ 1,216.18	
Additional Cost/Year	\$ 63,241.36	
Total (D1+D2+D3)	\$ 89,334.12	

Collection Vehicles (Capital)		
Additional Vehicles	1.00	
Vehicle Cost	\$ 354,000.00	See two attached Sample Invoices which sum to \$393,571

Total Vehicle Cost \$ 354,000.00

Rem Life 10

Total Annual Cost \$ 35,400.00

Organic Processing

Ant Resi Organic Material Processed (Tons) 11,786.00

Current Cost/Ton \$ 36.47

Sub Total \$ 429,835.42

Future Resi Organic Material Processed (Tons) 11,786.00

Includes Processing Fees and Transportation
From Antioch > Martinez Transfer Station > West
County

Future Cost/Ton \$ 125.00

Sub Total \$ 1,473,250.00

Total \$ 1,043,414.58

Other

Franchise Fee 12% Franchise Fee

Bad Debt \$ 36,489.55 Antioch Bad Debt is 2.17% of Revenue

Total \$ 36,489.55

Base Revenue	\$	14,920,929.00
New Costs	\$	1,456,305.17
Proposed Rate Increase		9.8%
	\$	16,377,234.17
	\$	1,456,305.17

	Resi w/SB1383	Resi
Residential Organics		
Labor		
Additional Driver	\$ 794,835.18	\$ 794,835.18
Equipment		
Collection Vehicles Operating	\$ 366,269.89	\$ 366,269.89
Collection Vehicles (Capital)	\$ 145,140.00	\$ 145,140.00
Containers	\$ 50,000.00	\$ 50,000.00
Processing		
Organic Material Processing	\$ 1,190,789.58	\$ 1,190,789.58
Migration		
Residential	\$ 671,928.26	\$ 671,928.26
SB 1383		
New Staff (Recycling Coordinator and Route Auditor)	\$ 101,421.72	\$ -
SB 1383 Other	\$ 10,000.00	\$ -
Other		
Other	\$ 85,507.17	\$ 82,141.14
Start Up Cost		
Start Up Cost	\$ -	\$ -
Republic Compensation		
Profit on New Cost	\$ 252,842.27	\$ 234,155.90
Total	\$ 2,996,805.82	\$ 2,863,331.69

Additional Drivers Organic			
Additional Drivers	4.10		4.10
Base Hourly Rate	\$ 37.00	\$	37.00
Overtime Hourly Rate	\$ 55.50	\$	55.50
Average Weekly Hours Per Route	50.0		50.0
Average Weekly Salary	\$ 2,035.00	\$	2,035.00
Annual Salary	\$ 105,820.00	\$	105,820.00
Taxes & Benefit %	83.2%		83.2%
Total Salary	\$ 794,835.18	\$	794,835.18

Collection Vehicles (Operating)			
Additional Vehicles	4.10		4.10
Average Fuel Cost/Hour	\$ 7.87	\$	7.87
Yard Time per day	1.00		1.00
Additional Op Hrs./Wk. (Excl. Yard time)	49.00		49.00
Additional Cost/Week	\$ 385.63	\$	385.63
Additional Cost/Year	\$ 82,216.32	\$	82,216.32
Annual Tag & Lic	\$ 24,764.00	\$	24,764.00
Average Maintenance Cost/Hour	\$ 24.82	\$	24.82
Additional Op Hrs./Wk. (Excl. Yard Time)	200.90		200.90
Additional Cost/Week	\$ 4,986.34	\$	4,986.34
Additional Cost/Year	\$ 259,289.58	\$	259,289.58

Total (D1+D2+D3)	\$	366,269.89	\$	366,269.89
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Collection Vehicles (Capital)

Additional Vehicles		4.10		4.10
Vehicle Cost	\$	354,000.00	\$	354,000.00
Total Vehicle Cost	\$	1,451,400.00	\$	1,451,400.00
Rem Life		10		10
Total Annual Cost	\$	145,140.00	\$	145,140.00

Container (Capital)

Cost per Pail Delivered	\$	10.00	\$	10.00
Total Pails Delivered		15,000		15,000
Rem Life		3		3
Cost per Cart Delivered	\$	-	\$	-
Total Carts Delivered		0		0
Rem Life		3		3
Cost per Bin Delivered	\$	-	\$	-
Total Bins Delivered		50		50
Rem Life		3		3
Total	\$	50,000.00	\$	50,000.00

Organic Processing

Current Organic Material Processed (Tons)		11,786.00		11,786.00
Current Cost/Ton	\$	36.47	\$	36.47
Sub Total	\$	429,835.42	\$	429,835.42
Future Organic Material Processed (Tons)		12,965.00		12,965.00
Future Cost/Ton	\$	125.00	\$	125.00
Sub Total	\$	1,620,625.00	\$	1,620,625.00
Total	\$	1,190,789.58	\$	1,190,789.58

Migration Tonnage (Cost)

Organics Tons Migrated (MSW to Organics)		589.30		589.30
MSW Cost/Ton	\$	52.99	\$	52.99
Total MSW Avoided Cost	\$	(31,227.01)	\$	(31,227.01)

Residential Migration

Rate Increase				
20 Gallon Rate	\$	26.79	\$	26.79
32 Gallon Rate	\$	31.79	\$	31.79
64 Gallon Rate	\$	51.85	\$	51.85
96 Gallon Rate	\$	61.42	\$	61.42
20 Gallon Rate		3,025		3,025

32 Gallon Subscribers	12,828	12,828
64 Gallon Subscribers	8,227	8,227
96 Gallon Subscribers	5,305	5,305

Revenue	\$	14,894,183.40	\$	14,894,183.40
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Migration Rate	20%	20%
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20 Gallon Subscribers	5,590.60	5,590.60
32 Gallon Subscribers	11,907.80	11,907.80
64 Gallon Subscribers	7,642.60	7,642.60
96 Gallon Subscribers	4,244.00	4,244.00

Revenue	\$	14,222,255.14	\$	14,222,255.14
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Loss Revenue	\$	671,928.26	\$	671,928.26
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SB 1383 Additional Staff

Contamination Auditor (FTE Equivalent)	1.00	-
Annual Salary	\$ 60,000.00	\$ 60,000.00
Taxes and Benefits	38.00%	38.00%
Total	\$ 82,800.00	\$ -

Recycling Coordinator (FTE Equivalent)	-	-
Annual Salary	\$ 65,000.00	\$ 65,000.00
Taxes and Benefits	55.70%	55.70%
Total	\$ -	\$ -

Reporting Staff (FTE Equivalent)	0.25	-
Annual Salary	\$ 47,840.00	\$ 47,840.00
Taxes and Benefits	55.70%	55.70%
Total	\$ 18,621.72	\$ -

Total	\$	101,421.72	\$	-
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SB 1383 Other

Additional Outreach	\$	10,000.00	\$	-
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Total	\$	10,000.00	\$	-
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Other

Franchise Fee		
Bad Debt	\$ 85,507.17	\$ 82,141.14

Total	\$	85,507.17	\$	82,141.14
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Startup Cost

Bin Compliance - Colorization (refurbished)	\$ -	\$ -
Outreach Flyers	\$ -	\$ -

Total \$ - \$ -

	Resi Only w/SB1383	Resi Only
Base Revenue	\$ 14,920,929.00	\$ 14,920,929.00
New Costs	\$ 2,996,805.82	\$ 2,863,331.69
Proposed Rate Increase	20.1%	19.2%
	\$ 17,917,734.82	\$ 17,784,260.69
	\$ 2,996,805.82	\$ 2,863,331.69

	SB 1383 Assistance	No SB 1383 Assistance
	Com	Com
Commercial Organics and Recycling		
Labor		
Additional Driver	\$ 201,931.10	\$ 201,931.10
Equipment		
Collection Vehicles Operating	\$ 70,326.04	\$ 70,326.04
Collection Vehicles (Capital)	\$ 35,400.00	\$ 35,400.00
Containers	\$ 38,350.00	\$ 38,350.00
Processing		
Organic Material Processing	\$ 156,479.46	\$ 156,479.46
Migration		
Commercial	\$ 886,792.32	\$ 886,792.32
SB 1383		
New Staff (Recycling Coordinator and Route Auditor)	\$ 119,826.72	\$ -
SB 1383 Other	\$ 10,000.00	\$ -
Other		
Other	\$ 3,274.48	\$ 3,274.48
Start Up Cost		
Start Up Cost	\$ -	\$ -
Republic Compensation		
Profit on New Cost	\$ 77,994.38	\$ 56,859.80
Total	\$ 1,600,374.50	\$ 1,449,413.20

Additional Drivers Organic		
Additional Drivers	1.00	1.00
Base Hourly Rate	\$ 38.54	\$ 38.54
Overtime Hourly Rate	\$ 57.81	\$ 57.81
Average Weekly Hours Per Route	50.0	50.0
Average Weekly Salary	\$ 2,119.70	\$ 2,119.70
Annual Salary	\$ 110,224.40	\$ 110,224.40
Taxes & Benefit %	83.2%	83.2%
Total Salary	\$ 201,931.10	\$ 201,931.10

Collection Vehicles (Operating)		
Additional Vehicles	1.00	1.00
Average Fuel Cost/Hour	\$ 6.82	\$ 6.82
Yard Time per day	1.00	1.00
Additional Op Hrs./Wk. (Excl. Yard time)	49.00	49.00
Additional Cost/Week	\$ 334.18	\$ 334.18
Additional Cost/Year	\$ 17,377.36	\$ 17,377.36
Annual Tag & Lic	\$ 6,040.00	\$ 6,040.00
Average Maintenance Cost/Hour	\$ 18.41	\$ 18.41
Additional Op Hrs./Wk. (Excl. Yard Time)	49.00	49.00
Additional Cost/Week	\$ 902.09	\$ 902.09

Additional Cost/Year	\$	46,908.68	\$	46,908.68
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Total (D1+D2+D3)	\$	70,326.04	\$	70,326.04
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Collection Vehicles (Capital)

Additional Vehicles		1.00		1.00
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Vehicle Cost	\$	354,000.00	\$	354,000.00
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Total Vehicle Cost	\$	354,000.00	\$	354,000.00
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Rem Life		10		10
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Total Annual Cost	\$	35,400.00	\$	35,400.00
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Container (Capital)

Cost per Pail Delivered	\$	-	\$	-
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Total Pails Delivered		0		0
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Rem Life		3		3
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Cost per Cart Delivered	\$	321.00	\$	321.00
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Total Carts Delivered		350		350
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Rem Life		3		3
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Cost per Bin Delivered	\$	45.00	\$	45.00
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Total Bins Delivered		60		60
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Rem Life		3		3
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Total	\$	38,350.00	\$	38,350.00
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Organic Processing

Current Organic Material Processed (Tons)		114.00		114.00
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Current Cost/Ton	\$	84.61	\$	84.61
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Sub Total	\$	9,645.54	\$	9,645.54
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Future Organic Material Processed (Tons)		1,329.00		1,329.00
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Future Cost/Ton	\$	125.00	\$	125.00
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Sub Total	\$	166,125.00	\$	166,125.00
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Total	\$	156,479.46	\$	156,479.46
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Migration Tonnage (Cost)

Organics Tons Migrated (MSW to Organics)		1,215.00		1,215.00
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MSW Cost/Ton	\$	52.99	\$	52.99
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Total MSW Avoided Cost	\$	(64,382.85)	\$	(64,382.85)
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Commercial Migration (Revenue)

Organics Yards Migrated (MSW to Organics)		2,109.00		2,109.00
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MSW Average Rate/Yard	\$	35.04	\$	35.04
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Total Lost MSW Revenue	\$	886,792.32	\$	886,792.32
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Organics Average Rate/Yard	\$	-	\$	-
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Total Gained Organic Revenue	\$	-	\$	-
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Total Migration Cost (Saving) \$ 886,792.32 \$ 886,792.32

SB 1383 Additional Staff

Contamination Auditor (FTE Equivalent)	-	-
Annual Salary \$	60,000.00	\$ 60,000.00
Taxes and Benefits	55.70%	55.70%
Total \$	-	\$ -

Recycling Coordinator (FTE Equivalent)	1.00	-
Annual Salary \$	65,000.00	\$ 65,000.00
Taxes and Benefits	55.70%	55.70%
Total \$	101,205.00	\$ -

Reporting Staff (FTE Equivalent)	0.25	-
Annual Salary \$	47,840.00	\$ 47,840.00
Taxes and Benefits	55.70%	55.70%
Total \$	18,621.72	\$ -

Total \$ 119,826.72 \$ -

SB 1383 Other

Additional Outreach	\$ 10,000.00	\$ -
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Total \$ 10,000.00 \$ -

Other

Franchise Fee		
Bad Debt	\$ 3,274.48	\$ 3,274.48

Total \$ 3,274.48 \$ 3,274.48

Startup Cost

Bin Compliance - Colorization (refurbished)	\$ -	\$ -
Outreach Flyers	\$ -	\$ -

Total \$ - \$ -

Com/Ind w/SB1383
assistance

Com/Ind

Base Revenue	\$ 11,530,955.00	\$ 11,530,955.00
New Costs	\$ 1,600,374.50	\$ 1,449,413.20
Proposed Rate Increase	13.9%	12.6%
	\$ 13,131,329.50	\$ 12,980,368.20
	\$ 1,600,374.50	\$ 1,449,413.20

Jurisdiction	20 Gallon	32/35 Gallon	64 Gallon	96 Gallon
Antioch 2021	\$27.71	\$32.55	\$52.54	\$61.71
Antioch proposed bi weekly compost	\$30.43	\$35.74	\$57.69	\$67.76
Antioch proposed weekly compost	\$33.03	\$38.80	\$62.63	\$73.56
Antioch Proposed weekly compost and SB1383	\$33.28	\$39.09	\$63.10	\$74.11
extension to 2028	\$31.92	\$37.50	\$60.53	\$71.09

Jursidiction	20 Gallon	Jurisdiction	32/35 Gallon	Jurisdiction	64 Gallon	Jurisdiction	96 Gallon
Pacheco (County)	\$17.53	Pacheco (County)	\$22.96	Pacheco (County)	\$34.22	Pacheco (County)	\$44.38
Walnut Creek	\$21.13	Walnut Creek	\$24.94	Rodeo (RSD)	\$35.62	Clayton	\$45.62
Alamo (RecycleSmart)	\$24.56	Alamo (RecycleSmart)	\$27.87	Pleasant Hill	\$39.41	Rodeo (RSD)	\$48.98
Pleasant Hill	\$25.35	Clayton	\$28.51	Brentwood	\$39.81	Brentwood	\$52.46
Martinez	\$25.52	Brentwood	\$28.90	Clayton	\$41.81	Discovery Bay (County)	\$54.44
Clayton	\$26.90	Pleasant Hill	\$29.17	Martinez	\$42.08	Concord	\$58.26
San Pablo	\$27.44	Rodeo (RSD)	\$29.20	Discovery Bay (County)	\$45.76	Pleasant Hill	\$58.61
Antioch 2021	\$27.71	Danville (RecycleSmart)	\$31.15	Mt. View (MVSD)	\$46.77	Pittsburg	\$59.49
Rodeo (RSD)	\$27.95	Antioch 2021	\$32.55	Walnut Creek	\$47.10	Oakley	\$60.66
Danville (RecycleSmart)	\$28.10	San Pablo	\$33.59	Concord	\$47.51	Antioch 2021	\$61.71
Crockett (County)	\$29.80	Concord	\$35.14	Antioch 2021	\$52.54	Antioch proposed bi weekly compost	\$67.76
Antioch proposed bi weekly compost	\$30.43	Crockett (County)	\$35.33	Danville (RecycleSmart)	\$52.98	Walnut Creek	\$70.34
El Sobrante (County)	\$30.90	Antioch proposed bi weekly compost	\$35.74	Pittsburg	\$53.03	Extension 2028	\$71.09
Median	\$31.01	Martinez	\$36.55	Alamo (RecycleSmart)	\$53.08	Antioch proposed weekly compost	\$73.56
Mean	\$31.02	Mean	\$36.65	Median	\$53.28	Antioch Proposed weekly compost and SB1383	\$74.11
Pinole	\$31.11	Pinole	\$37.21	Oakley	\$53.47	Crockett (County)	\$75.27
Mt. View (MVSD)	\$31.38	Median	\$37.25	Antioch proposed bi weekly compost	\$57.69	Mt. View (MVSD)	\$77.49
Discovery Bay (County)	\$31.62	Lafayette (RecycleSmart)	\$37.29	Extension 2028	\$60.53	Median	\$77.49
extension to 2028	\$31.92	Extension 2028	\$37.50	Mean	\$61.00	Danville (RecycleSmart)	\$78.65
Lafayette (RecycleSmart)	\$32.63	El Sobrante (County)	\$38.23	Crockett (County)	\$61.95	Alamo (RecycleSmart)	\$79.64
Antioch proposed weekly compost	\$33.03	Oakley	\$38.24	Antioch proposed weekly compost	\$62.63	Mean	\$82.70
Antioch Proposed weekly compost and SB1383	\$33.28	Moraga (RecycleSmart)	\$38.50	Antioch Proposed weekly compost and SB1383	\$63.10	Martinez	\$85.62
Moraga (RecycleSmart)	\$33.34	Antioch proposed weekly compost	\$38.80	San Pablo	\$65.11	Pinole	\$96.29
San Ramon	\$33.65	Antioch Proposed weekly compost and SB1383	\$39.09	Pinole	\$66.28	San Pablo	\$97.59
Richmond	\$33.97	Discovery Bay (County)	\$39.45	Lafayette (RecycleSmart)	\$70.35	Hercules	\$102.43
Hercules	\$34.11	Hercules	\$40.15	Hercules	\$70.83	Lafayette (RecycleSmart)	\$105.52
Kensington (KCSD)	\$43.61	Mt. View (MVSD)	\$40.59	San Ramon	\$71.69	El Sobrante (County)	\$108.96
Orinda (RecycleSmart)	\$44.67	Richmond	\$41.18	El Sobrante (County)	\$73.12	San Ramon	\$114.18
El Cerrito	\$45.60	San Ramon	\$41.56	Moraga (RecycleSmart)	\$77.00	Moraga (RecycleSmart)	\$115.48
Brentwood	N/A	Pittsburg	\$43.38	Richmond	\$77.97	Richmond	\$115.80
Concord	N/A	Kensington (KCSD)	\$47.61	Kensington (KCSD)	\$95.17	Kensington (KCSD)	\$142.79
Oakley	N/A	Orinda (RecycleSmart)	\$51.05	Orinda (RecycleSmart)	\$95.77	Orinda (RecycleSmart)	\$143.76
Pittsburg	N/A	El Cerrito	\$59.77	El Cerrito	\$118.70	El Cerrito	N/A

Unincorporated Franchising

Agencies: KCSD = Kensington

Community Services District /

MVSD = Mt. View Sanitary District /

RSD = Rodeo Sanitary District



December 16, 2021

ATTACHMENT E

441 North Buchanan Circle Pacheco, CA 94553
o 925.685.4711 f 925.685.4735 republicservices.com

Ms. Julie Haas-Wajdowicz
Environmental Resource Coordinator
200 H Street
Antioch, CA 94509

Subject: SB 1383 Contract Proposal

Dear Julie:

Republic Services has prepared the below response to the City of Antioch's request for change in services, specifically for shifting from processing residential yard waste as ADC to composting the material. In addition to the proposal for the shift from ADC to compost, Republic Services has prepared a proposal for a franchise agreement amendment to assist the City of Antioch with full SB 1383 compliance. Both proposals are summarized below.

Green Waste Processed as Compost Proposal

- Compost green waste at an SB 1383 compliant facility
- Deliver material to Contra Costa Transfer Station (CCTS) for transfer and transportation to Republic's West Contra Costa County organic facility
- Add one residential green waste route to account for the additional route time to CCTS

Shifting from processing green waste as ADC to composting green waste will require delivering all material to CCTS and transferring and transporting the green waste material to Republic's West Contra Costa organic facility. Delivering the material to CCTS, instead of Keller Canyon, where Republic currently sends green waste, will require one additional route to account for additional route time. In addition, to accommodate the City's green waste material at our organic processing facility, Republic will expand our current facility operations.

To cover the additional cost of processing green waste as compost, including the extra route time, transferring, and transporting the organic material, expanding our facility, and the overall increase in composting processing cost will require a further 6.38% rate increase. The ADC to compost rate adjustment does not include Republic's annual rate increase. Republic Services is proposing a rate increase and change in processing to occur on July 1, 2022.

SB 1383 Compliant Proposal

Republic Services request the City entertain an alternative franchise agreement amendment where Republic Services will assist the City in achieving full SB 1383 compliance. As you know, the SB 1383 implementation is required in 2022, and the City may face a compliance order and penalties from CalRecycle if new programs are not implemented. Republic Services proposed amendment would include:

- Move from bi-weekly residential green waste collection to weekly organic collection
- Allow residents to place food waste in green carts
- Process all residential organic material as compost
- Expanding commercial and multi-family organics recycling programs
- Develop contamination minimization programs
- Increase reporting function
- Increased education and outreach

To assist the City in achieving compliance with SB 1383 and to establish a sustainable organic recovery program, Republic is proposing the following changes (a more detailed description is provided below):

- Adding one commercial organic route
- Adding over four residential organic routes to accommodate weekly collection
- Processing residential organic material as compost (commercial green waste will also be composted)
- Purchasing and distributing 885 residential organic carts to accounts currently exempt from yard waste collection
- Purchasing and distributing over 365 commercial organic bins and carts to service new and expanding commercial organic customers
- Purchasing and distributing over 29,000 kitchen pails to residential customers to encourage the use of the new organic program
- Re-coloring all existing commercial bins to SB 1383 compliant colors by December 31, 2023
- Bundling commercial organic pricing with MSW (commercial customers would receive organic collection at no additional cost above the below rate adjustment)
- Hiring one additional Recycling Coordinator to conduct commercial site visits and route reviews, process waiver requests, assist with expanded education and outreach program
- Additional compost giveaways to assist the City in achieving their procurement goals
- Adding one residential contamination auditor
- Increasing education and outreach budget
- Using a cloud-based customer tracking software (i.e., Recyclist) for tracking and reporting residential contamination audits (route audits)

SB 1383 compliance will require significant investment and a significant increase in services. Republic Services proposes an 11.9% rate increase across all lines of business and the following adjustments to the contract:

- 3.5 year extension through December 31, 2028
- An annual rate adjustment methodology equal to 100% of the 12-month average for Water Sewer Trash (Series ID: CUUR0000SEHG)
- Modification of the contamination procedures

- Incorporate changes listed below in the SB 1383 compliance and program overview
- Republic will work with the City on the timing of the new program implementation
- The proposal does not include new residential carts; however, Republic will comply with SB 1383 container color requirements through appropriate lid colors and labeling after depleting our current residential container inventory.

For simplicity, Republic Services' SB 1383 Program proposal includes a flat rate increase across all lines of business. However, Republic suggests working with the City to develop a specific rate adjustment for residential, commercial, and industrial customers that reflect their relative change in service levels.

In response to the City's request for change in services and per Section 4.02 of the franchise agreement, please find the attached supporting documentation for our proposal for processing green waste as compost.

Republic Services values our partnership with the City of Antioch, and we look forward to discussing this matter further. Please do not hesitate to contact me with any questions or concerns.

Thank you,



TONY MANCINI
General Manager

SB1383 Compliance and Program Overview

Requirement 1: Collection

ADC to Compost

- Move from processing residential green waste as ADC to processing residential organic as compost

Shift from Bi-Weekly to Weekly Organic Collection

- Additional 4.1 residential organic route collection to allow for weekly collection
- Purchase and distribute kitchen pails to all residential customers

Expanded Commercial Organic Collection

- Additional 1.0 route to cover the additional business and multi-family complexes requiring organic collection
- Over 365 additional commercial bins and carts to support business and multi-family complexes requiring organic collection

Commercial Container Color Compliance

- To meet SB 1383 commercial container color requirement, Republic will refresh all commercial containers in 2022 and 2023

Requirement 2: Monitoring

Residential Container Contamination Minimization

- Republic Services will employ a full-time compliance auditor to conduct regular container audits
- Republic will document contamination with pictures and will notify the customer of contamination through a cart tag
- Republic may, at its discretion, collect the contaminated container as recyclable material, organic material, or tag for solid waste collection
- The customer will be immediately charged a contamination fee
- The customer will receive, upon request of the customer or the City, one courtesy waiver of the contamination fee

Commercial Container Contamination Minimization

- Republic Services will add an additional full-time Recycling Coordinator; as part of the regular job duties, they will conduct commercial container audits
- Republic will follow the same residential contamination protocols listed above

Compliance Inspection

- Conduct an annual compliance review and determine compliance for all customers

- Republic will combine our contamination minimization program with our annual route review and conduct a desktop audit to determine customer compliance

Requirement 3: Enforcement & Reporting

Waivers Granted by Jurisdiction

- Through commercial route audits and site visits, Republic Services can act as the Jurisdiction's eyes and ears by capturing data and waiver requests
- Upon receiving a request, Republic Services will validate the request and forward the waiver request to the Jurisdiction for final approval or denial

Investigation of Complaints of Alleged Violations

- Recycling Coordinators to investigate complaints of alleged violations
- Republic will provide the City with a summary of our findings and recommended next steps

Reporting

- Enhanced annual report to include:
 - Copies of all education and outreach material
 - The date and to whom the information was disseminated
- Container Contamination Minimization/Route Reviews
 - Documentation of Route Reviews
 - Copies of notices and actions taken against generators with prohibited container combinations
 - Documentation of the number of containers disposed of due to observation of prohibited container contaminations

Requirement 4: Education & Outreach

- Implement enhanced public education and outreach programs, including information on:
 - Properly separating materials in appropriate containers
 - Organic waste generation prevention
 - On-site composting
 - Community composting
 - Methane reduction benefits
 - Public health and safety and environmental impact associated with the landfill disposal of organic waste
 - Food recovery
- Provide educational material to all residential accounts that are not in compliance with SB 1383

Proposed Organics Rates for Collection Services with Republic Services as required by SB 1383

SB1383- Short Lived Climate Pollutants

Senate Bill 1383 (Lara, 2016) addresses keeping organic waste out of landfills, where it generates methane gas, a short lived, but potent greenhouse gas. The legislation is multi-faceted and includes:

- Organics collection program development (what we are discussing tonight)
- Edible food recovery (in progress)
- Standardize cart colors for garbage, recycling, and organics (in progress/not due until 2036)
- Standardized labeling for containers (in progress/next franchise agreement)
- Route audits and desk review of service levels (up for discussion tonight or in next franchise agreement)
- Enforcement of mandatory participation (coming soon)
- Procurement of organics derived products (compost, renewable natural gas, paper, etc.)- (in progress, next franchise agreement)

AMC Updates refresher

Significant changes to the AMC included:

- ✓ Requiring subscription to the 3-sort (trash, organics and recyclable materials) program provided by Republic Services for ALL generators (residential, commercial and industrial)
- ✓ Require all generators to correctly use the 3-sort program and not put items that can be placed in the Recycling and Organics containers into the Trash containers
- ✓ Require all property owners to education employees and tenants on the program at time of move in/hire AND annually
- ✓ Employers will require employees to place materials in the correct containers.
- ✓ Require Food Recovery agreements/programs for qualified generator

Rate Options

	Residential % increase	Commercial % increase
1. Antioch proposed bi weekly compost - basic conversion of existing green waste carts to Organics and diversion to a composting facility	9.8	12.6
2. Antioch proposed weekly compost, same as above, but with increased frequency of service of green cart	19.2	12.6
3. Antioch Proposed weekly compost and SB1383 assistance	20.1	13.9
4. Extension 2028 with weekly Residential compost collection and SB1383 assistance (*Includes a 10% franchise fee for Residential and 12% for Commercial)	15.2*	7.7*

Potential Residential Rate

	20 Gallon	32/35 Gallon	64 Gallon	96 Gallon
2021 (current)	\$27.71	\$32.55	\$52.54	\$61.71
biweekly compost	\$30.43	\$35.74	\$57.69	\$67.76
weekly compost	\$33.03	\$38.80	\$62.63	\$73.56
weekly compost and SB1383	\$33.28	\$39.09	\$63.10	\$74.11
extension to 2028	\$31.92	\$37.50	\$60.53	\$71.09

Residential rates countywide

Jursidiction	20 Gallon	Jurisdiction	32/35 Gallon	Jurisdiction	64 Gallon	Jurisdiction	96 Gallon
Pacheco (County)	\$17.53	Pacheco (County)	\$22.96	Pacheco (County)	\$34.22	Pacheco (County)	\$44.38
Walnut Creek	\$21.13	Walnut Creek	\$24.94	Rodeo (RSD)	\$35.62	Clayton	\$45.62
Alamo (RecycleSmart)	\$24.56	Alamo (RecycleSmart)	\$27.87	Pleasant Hill	\$39.41	Rodeo (RSD)	\$48.98
Pleasant Hill	\$25.35	Clayton	\$28.51	Brentwood	\$39.81	Brentwood	\$52.46
Martinez	\$25.52	Brentwood	\$28.90	Clayton	\$41.81	Discovery Bay (County)	\$54.44
Clayton	\$26.90	Pleasant Hill	\$29.17	Martinez	\$42.08	Concord	\$58.26
San Pablo	\$27.44	Rodeo (RSD)	\$29.20	Discovery Bay (County)	\$45.76	Pleasant Hill	\$58.61
Antioch 2021	\$27.71	Danville (RecycleSmart)	\$31.15	Mt. View (MVSD)	\$46.77	Pittsburg	\$59.49
Rodeo (RSD)	\$27.95	Antioch 2021	\$32.55	Walnut Creek	\$47.10	Oakley	\$60.66
Danville (RecycleSmart)	\$28.10	San Pablo	\$33.59	Concord	\$47.51	Antioch 2021	\$61.71
Crockett (County)	\$29.80	Concord	\$35.14	Antioch 2021	\$52.54	Antioch proposed bi weekly compost	\$67.76
Antioch proposed bi weekly compost	\$30.43	Crockett (County)	\$35.33	Danville (RecycleSmart)	\$52.98	Walnut Creek	\$70.34
El Sobrante (County)	\$30.90	Antioch proposed bi weekly compost	\$35.74	Pittsburg	\$53.03	Extension 2028	\$71.09
Median	\$31.01	Martinez	\$36.55	Alamo (RecycleSmart)	\$53.08	Antioch proposed weekly compost	\$73.56
Mean	\$31.02	Mean	\$36.65	Median	\$53.28	Antioch Proposed weekly compost and SB1383	\$74.11
Pinole	\$31.11	Pinole	\$37.21	Oakley	\$53.47	Crockett (County)	\$75.27
Mt. View (MVSD)	\$31.38	Median	\$37.25	Antioch proposed bi weekly compost	\$57.69	Mt. View (MVSD)	\$77.49
Discovery Bay (County)	\$31.62	Lafayette (RecycleSmart)	\$37.29	Extension 2028	\$60.53	Median	\$77.49
extension to 2028	\$31.92	Extension 2028	\$37.50	Mean	\$61.00	Danville (RecycleSmart)	\$78.65
Lafayette (RecycleSmart)	\$32.63	El Sobrante (County)	\$38.23	Crockett (County)	\$61.95	Alamo (RecycleSmart)	\$79.64
Antioch proposed weekly compost	\$33.03	Oakley	\$38.24	Antioch proposed weekly compost	\$62.63	Mean	\$82.70
Antioch Proposed weekly compost and SB1383	\$33.28	Moraga (RecycleSmart)	\$38.50	Antioch Proposed weekly compost and SB1383	\$63.10	Martinez	\$85.62
Moraga (RecycleSmart)	\$33.34	Antioch proposed weekly compost	\$38.80	San Pablo	\$65.11	Pinole	\$96.29
San Ramon	\$33.65	Antioch Proposed weekly compost and SB1383	\$39.09	Pinole	\$66.28	San Pablo	\$97.59
Richmond	\$33.97	Discovery Bay (County)	\$39.45	Lafayette (RecycleSmart)	\$70.35	Hercules	\$102.43
Hercules	\$34.11	Hercules	\$40.15	Hercules	\$70.83	Lafayette (RecycleSmart)	\$105.52
Kensington (KCSD)	\$43.61	Mt. View (MVSD)	\$40.59	San Ramon	\$71.69	El Sobrante (County)	\$108.96
O rinda (RecycleSmart)	\$44.67	Richmond	\$41.18	El Sobrante (County)	\$73.12	San Ramon	\$114.18
El Cerrito	\$45.60	San Ramon	\$41.56	Moraga (RecycleSmart)	\$77.00	Moraga (RecycleSmart)	\$115.48
Brentwood	N/A	Pittsburg	\$43.38	Richmond	\$77.97	Richmond	\$115.80
Concord	N/A	Kensington (KCSD)	\$47.61	Kensington (KCSD)	\$95.17	Kensington (KCSD)	\$142.79
O akley	N/A	Orinda (RecycleSmart)	\$51.05	Orinda (RecycleSmart)	\$95.77	Orinda (RecycleSmart)	\$143.76
Pittsburg	N/A	El Cerrito	\$59.77	El Cerrito	\$118.70	El Cerrito	N/A

Next Steps for organics collection

- Finalize contract amendment with Republic Services
 - Set start date based on option approved by Council
 - Republic to make changes to routes as needed
- Roll out program!
 - Education and outreach
 - SB1383 implementation grant



Environmental Resource Line
(925) 779-6137