

**AMENDED AND RESTATED**

**AGREEMENT**

**FOR THE PROVISION OF**

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

**Executed Between the**

**City of Santa Clarita and Burrtec Waste Industries Inc.**

**Amended  
November 12, 2024**

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87 Contractor shall commence performance of its Collection Service obligations under this agreement  
88 on July 1, 2023 ("Commencement Date"), Agreement is between the City of Santa Clarita, a general law  
89 city of the State of California, referred to as "City" and Burrtec Waste Industries Inc corporation referred to  
90 as "Contractor".

91 The Legislature of the State of California, by enactment of the California Integrated Waste  
92 Management Act of 1989 (the "Act") and subsequent additions and amendments (codified at California  
93 Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and  
94 require local agencies to make adequate provisions for garbage collection within their jurisdiction.

95 The State of California has found and declared that the amount of garbage generated in California,  
96 coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the  
97 need to conserve natural resources, have created an urgent need for State and local agencies to enact and  
98 implement an aggressive integrated waste management program. The State has, through enactment of the  
99 Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and  
100 to maximize the use of feasible garbage reduction, re-use, recycling, and composting options in order to  
101 reduce the amount of garbage that must be disposed of in disposal sites.

102 Pursuant to its Municipal Code and California Public Resources Code Section 40059(a) as may be  
103 amended from time to time, City has determined that the public health, safety, and well-being require that  
104 an exclusive right be awarded to a qualified contractor to provide for the collection of garbage, recyclable  
105 materials, and organic waste materials, except for collection of materials excluded in City's Municipal Code,  
106 and other services related to meeting the Act's 50 percent diversion goal and other requirements of the Act.  
107 City further declares its intent to regulate and set the maximum rates Contractor may charge Service  
108 Recipients for the collection, transportation, processing, recycling, composting, and/or disposal of garbage,  
109 recyclable materials, and organic waste materials.

110 The City Council has determined that Contractor, by demonstrated experience, reputation and  
111 capacity, is qualified to provide for the collection of garbage, recyclable materials, and organic waste  
112 materials within the corporate limits of City, the transportation of such material to appropriate places for  
113 processing, recycling, composting and/or disposal; and City Council desires that Contractor be engaged to  
114 perform such services on the basis set forth in this Agreement; and,  
115 Contractor has represented that it has the ability and capacity to provide for the collection of garbage,  
116 recyclable materials, and organic waste materials within the corporate limits of City; the transportation of  
117 such material to appropriate places for processing, recycling, composting and/or disposal; and the  
118 processing of materials.

119 The Parties agree that solid waste Collection Services shall be provided pursuant to this Agreement  
120 as of 12:00 a.m. July 1, 2023 ("Effective Date") at which time this Agreement shall be controlling.

121 Now, therefore, in consideration of the mutual covenants, agreements and consideration contained  
122 in this Agreement, City and Contractor agree as follows:

## Article 1. Definitions

For the purpose of this Collection Services Agreement, referred to as "Agreement", the definitions contained in this Article apply unless otherwise specifically stated. 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. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain.

1.01 AB 341. "AB 341" means State of California Assembly Bill No. 341 approved October 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than 4 cubic yards of commercial solid waste per week or multifamily residential dwellings of 5 units or more, to arrange for recycling services and requires jurisdictions to implement a commercial solid waste recycling program.

1.02 AB 827. "AB 827" means State of California Assembly Bill No. 827 approved October 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide customers access to the business, to provide customers with a recycling bin and/or organics collection bin for those waste streams that is visible, easily accessible, and adjacent to each bin or container for trash.

1.03 AB 939. "AB 939" or "The Act" means "The California Integrated Waste Management Act of 1989" codified in part in Public Resources Code §§ 40000 et seq, and such regulations adopted by California Department of Resources Recycling and Recovery (CalRecycle) for implementation of the Act, or its successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Resources Code § 40000 and following as it may be amended and as implemented by the regulations of CalRecycle.

1.04 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594 approved September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute diversion through recycling and would be considered disposal.

1.05 AB 1669. "AB 1669" means State of California Assembly Bill No. 1669 approved September 30, 2016 which amends California Labor Code Sections 1070 through 1076 with respect to the hiring of displaced employees under service contracts for the collection and transportation of solid waste.

1.06 AB 1826. "AB 1826" means State of California Assembly Bill No. 1826 approved September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert from the landfill organic waste from businesses. Each business meeting specific organic waste or solid waste generation thresholds phased in from April 1, 2016 to January 1, 2020, is required to arrange for organic waste recycling services.

1.07 AB 3036. "AB 3036" means State of California Assembly Bill No. 3036 approved September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting

the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract, license, or permit.

1.08 Agreement. "Agreement" means the written agreement between the City and the Contractor covering the work to be performed and all contract documents attached to the agreement and made a part thereof.

1.09 Agreement Administrator. The City Manager, or his or her designee, designated to administer and monitor the provisions of the Agreement.

1.10 Agreement Year. Agreement year means each twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup> during the term of this Agreement.

1.11 Applicable Law. "Applicable Law" means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any federal, state, county, city, and local governmental agency having jurisdiction over the collection and disposition of Solid Waste, including Recyclable Materials, Organic Waste, and Construction and Demolition Debris.

1.12 Best Management Practice. Best Management Practice means the schedule of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce, to the maximum extent that is technologically and economically feasible, the discharge of pollutants in the storm drain system.

1.13 Bin. "Bin" means a metal or plastic waste container designed or intended to be mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins are set forth in Exhibit 4.

1.14 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

1.15 Brown Goods. Electronic equipment such as stereos, televisions, computers, VCR's and other similar items collected from SFD Service Units.

1.16 Bulky Waste. "Bulky Waste" or "Large Items" has the same meaning as defined in Section 15.44.010 of the Municipal Code. "Bulky Waste" means Solid Waste consisting of discarded white goods, furniture, tires, carpets, mattresses, and similar large items which do not fit in a regular Collection Container and require special handling due to their size but can be collected and transported without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles and other vehicles, nor does it include items defined as Exempt Waste.

195 1.17 Business Day. Any Monday through Friday, excluding any holidays as defined in Section  
196 5.03.

197 1.18 Calendar Year. Each twelve (12) month period from January 1 to December 31.

198 1.19 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20)  
199 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided  
200 by the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients  
201 for collection, accumulation, and removal of solid waste from commercial, industrial, or residential premises  
202 in connection with Exclusive Franchise Collection Services. The specifications for Contractor-provided Carts  
203 are set forth in Exhibit 4.

204 1.20 CERCLA. The Comprehensive Environmental Response, Compensation and Liability Act  
205 of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations promulgated  
206 thereunder.

207 1.21 Change in Law. means the occurrence of any of the following events after the Effective  
208 Date, when such event has a material and adverse effect on the Parties' performance of their respective  
209 obligations under this Agreement (except for any payment obligations): (i) the enactment, adoption,  
210 promulgation, amendment, repeal, judicial interpretation, or formal administrative interpretation of any  
211 Applicable Law; (ii) the issuance of any order or judgment of any federal, state, or local court or agency in a  
212 proceeding to which a Party is a party, but not to the extent such order or judgment finds the Party asserting  
213 there to have been a Change in Law to have been negligent or otherwise at fault; or (iii) the denial,  
214 suspension, or termination of any government permit or other entitlement, but not to the extent such denial,  
215 suspension, or termination is the result of any act or omission of the Party asserting there to have been a  
216 Change in Law.

217 1.22 City. The City of Santa Clarita, California, including any unincorporated areas of the County  
218 that may be annexed by the City during the Initial Term and all extensions.

219 1.23 City Collection Service. City Garbage Collection Service, City Organic Waste Collection  
220 Service, City Recycling Service, City Clean-up Services, City-Sponsored Events Services, and Large Item  
221 Collection Services.

222 A. City Clean-up Services. On-call City requested Collection from Agreement  
223 Administrator to support City services and operations.

224 B. City Garbage Collection Service. The Collection of Garbage, by Contractor, from  
225 City Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

226 C. City Large Item Collection Service. The periodic on-call Collection of Large Items,  
227 by Contractor, from City Service Units in the Service Area and the delivery of those Large Items to a Disposal  
228 Facility, Materials Recovery Facility or such other facility as may be appropriate under the terms of this  
229 Agreement.



D. City Organic Waste Collection Service. The Collection of Organic Waste, by Contractor, from City Service Units in the Service Area, the delivery of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all City Organic Waste Processing Residue.

E. City Recycling Service. The Collection of Recyclables Materials by the Contractor from City Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials, and the disposal of all City Recyclables Materials Processing Residue.

F. City Sponsored Event Services. On-call Collection Services at City-Sponsored Events.

1.24 City Facility. City Facility(ies) means any building or other site that the City owns, leases, or occupies that are listed in Exhibit 3.

1.25 City Manager. City Manager means the City Manager of the City of Santa Clarita, or his or her designated representative, or any employee of the City who succeeds to the duties and responsibilities of the City Manager.

1.26 Collect and Collection and Collected. The removal of Solid Waste from a Service Unit and transportation to a Disposal Facility, Organic Waste Processing Facility, Materials Recycling (or Recovery) Facility, or Transfer Station as appropriate.

1.27 Collection Container. A Bin, Cart, or Roll-Off Container that is approved by the Agreement Administrator for use by Service Recipients for Collection Services under this Agreement.

1.28 Collection Services. Contractor's obligations under this Agreement to Collect Solid Waste within the Service Area. Collection Service includes Residential Collection Service, Commercial Collection Service, and City Collection Service.

1.29 Collection Vehicle. A licensed vehicle that has all required licenses to provide Collection Service and that has been approved by the Agreement Administrator for use under this Agreement.

1.30 Commencement Date. Has the meaning specified in Section 2.01 of this Agreement.

1.31 Commercial Collection Service. Collection Service provided to Commercial Service Units. Commercial Collection Service includes Commercial Garbage Collection Service, Commercial Organic Waste Collection Service, and Commercial Recycling Collection Service. Commercial Collection Service specifically includes the following:

A. Commercial Garbage Collection Service. The Collection of Garbage by Contractor, from Commercial Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

B. Commercial Organic Waste Collection Service. The Collection of Organic Waste, by Contractor, from Commercial Service Units in the Service Area, the delivery of those Organic Waste

materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all Commercial Organic Waste Processing Residue.

C. Commercial Recycling Collection Service. The Collection of Recyclable Materials, by Contractor, from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials, and the disposal of all Commercial Recyclable Materials Processing Residue.

1.32 Compactor. Any Collection Container which has a compaction mechanism, whether stationary or mobile.

1.33 Compost. "Compost" means the act or product of the controlled biological decomposition of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also include the product of anaerobic digestion or other conversion technologies.

1.34 Construction and Demolition Debris. "Construction and Demolition Debris" or "C & D" refers to by Section 15.44.010 of the Municipal Code. "Construction and Demolition Debris means discarded materials removed from premises, resulting from construction, renovation, remodeling, repair, deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or from landscaping. Such materials include but are not limited to "inert wastes" as defined in Public Resources Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt), gravel, plaster, gypsum wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings, and other structures.

1.35 Consumer Price Index (CPI-U). The index sets published by the United States Department of Labor, Bureau of Labor Statistics. Consumer Price Index series CUURS49ASA0 All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim, not seasonally adjusted.

1.36 Contaminant. Any material or substance placed into or found in a Collection Container other than the type of Source Separated material for which that Collection Container is intended or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into or found in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a Contaminant if placed into or found in an Organic Waste Collection Container.

1.37 Contractor. Burrtec Waste Industries Inc, which has entered into this Agreement.

1.38 County. Los Angeles County, California.

1.39 Dispose or Disposal. "Disposal" or "Dispose" means the final disposition of Solid Waste at a permitted Landfill or other permitted Solid Waste disposal facility, as defined in California Public Resources Code 40192(b).

1.40 Disposal Facility. "Disposal Facility" means the place or places listed in Exhibit 9 as City-approved locations for the Disposal of Garbage or other materials as appropriate and acceptable.

300           1.41     Diversion or Divert. The programs and activities that reduce or eliminate the Disposal of  
301 Solid Waste in landfills, which can include source reduction, reuse, salvage, Recycling, and Composting.

302           1.42     Dwelling Unit. A building or part of a building designed for residential use by a single  
303 independent housekeeping unit and having separate exterior access, toilet, and facilities for cooking and  
304 sleeping.

305           1.43     Edible Food. "Edible Food" has the same meaning as found in Section 15.44.010 of the  
306 Municipal Code. Edible Food means food intended for human consumption. For purposes of this Agreement,  
307 Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or  
308 authorizes the recovery of food that does not meet the food safety requirements of the California Retail Food  
309 Code.

310           1.44     Edible Food Recovery. "Edible Food Recovery" means the actions to collect and distribute  
311 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go  
312 to waste such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining  
313 facilities.

314           1.45     Effective Date. "Effective Date of Agreement" shall mean the date on which the Agreement  
315 is signed and delivered by the last of the parties to sign and deliver.

316           1.46     Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge,  
317 automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid  
318 batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

319           1.47     Food Waste. "Food Waste" has the same meaning as set forth in Section 15.44.010 of the  
320 Municipal Code. "Food Waste" means (1) food scraps including all edible or inedible food such as, but not  
321 limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese,  
322 coffee grounds, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source  
323 Separated from other Food Scraps; and (2) food-soiled paper, which is compostable paper material that has  
324 come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups,  
325 napkins, and pizza boxes.

326           1.48     Franchised Diversion. Franchised Diversion means the rate of diversion that Contractor is  
327 responsible to achieve as defined and calculated Section 8.01.3 of this Agreement.

328           1.49     Franchise Fee. The fee stated in Section 4.03.1 of this Agreement that Contractor has  
329 voluntarily agreed to pay in consideration of the exclusive rights granted by the City under this Agreement.

330           1.50     Garbage. "Garbage" has the same meaning as set forth in Section 15.44.010 of the  
331 Municipal Code. All putrescible and non-putrescible solid, semi-solid and associated liquid waste generated  
332 or accumulated through the normal activities of a premises. Garbage does not include Recyclable Materials,  
333 Organic Waste, or Large Items, that is source-separated and set out for purposes of collection and recycling.

334 1.51 Green Waste. "Green Waste" has the same meaning as set forth in Section 15.44.010 of  
335 the Municipal Code. "Green Waste" means grass clippings, leaves, landscape and prunings waste, wood  
336 materials from trees and shrubs, and other forms of organic materials generated from landscapes or  
337 gardens.

338 1.52 Gross Revenue. All monetary amounts actually collected or received by Contractor for the  
339 provision of Collection Services pursuant to this Agreement, including but not necessarily limited to: all  
340 receipts from Service Recipients, inclusive of late charges, contamination charges and any other receipts  
341 from Service Recipients. "Gross Revenue", for purposes of this Agreement, does not include any revenues  
342 generated from the sale of Recyclable Material, Compost or energy, grants, cash awards, State of California  
343 Department of Conservation payments, or rebates resulting from the performance of this Agreement.

344 1.53 Hazardous Waste. "Hazardous Waste" has the same meaning as set forth in Section  
345 15.44.010 of the Municipal Code. Hazardous Waste shall have the meaning set forth in California Code of  
346 Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and regulations as  
347 may be amended from time to time.

348 1.54 Holiday. "Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day,  
349 Thanksgiving Day, Christmas Day, and any other day recognized by resolution of the City Council or  
350 designated by Contractor as a day on which waste Collection Service will not be provided until the following  
351 day, excluding Sunday.

352 1.55 Home Compost Bin. A portable durable container purchased by the Contractor, and  
353 distributed to SFD or MFD/MXD Service Recipients as requested, and stored and distributed by the  
354 Contractor to SFD or MFD/MXD Service Recipients for use by those Service Recipients to compost Organic  
355 Waste at their premises.

356 1.56 Household Hazardous Waste. "Household Hazardous Waste" means that waste resulting  
357 from products purchased by the general public for household use which, because of its quantity,  
358 concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential  
359 hazard to human health or the environment when improperly treated, disposed or otherwise managed, or,  
360 in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any  
361 of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations  
362 Title 22, Division 4.5, Chapter 11, Section 66261.3.

363 1.57 Kitchen Food Waste Pail. A plastic receptacle with a rated capacity not exceeding two and  
364 one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD Service Unit for temporary storage of  
365 SFD Organic Waste that is approved for such purpose by City.

366 1.58 Limited Franchise Agreement. Formerly "Non-exclusive Franchise Agreement", a separate  
367 agreement with the City which permits a contractor on a non-exclusive basis to provide for service to Collect  
368 Solid Waste, Organic Waste, Construction and Demolition Debris, and/or Recyclable Materials on a  
369 temporary basis.

370 1.59 Manure. Stable bedding and other waste matter normally accumulated and associated with  
371 stables or in livestock.

372 1.60 Manure Collection Services. The periodic Collection of Manure by Contractor from Service  
373 Units in the Service Area, the delivery of the Manure to a properly permitted facility that accepts Manure, the  
374 processing and marketing of Manure.

375 1.61 Materials Recovery Facility. Materials Recovery Facility (MRF) means a facility listed in  
376 Exhibit 9 to which commingled Solid Waste, Organic Waste and Recyclable Materials are brought for  
377 separation into marketable Recyclable Materials.

378 1.62 Maximum Service Rate. The maximum amount that Contractor may charge Service  
379 Recipients for Collection Services, as listed in Exhibit 1, and as may be adjusted in accordance with the  
380 provisions of this Agreement.

381 1.63 Mixed Waste Processing Facility. Means a State-permitted commercial Solid Waste facility  
382 listed in Exhibit 9 which accepts and processes Unicycling for diversion from landfill disposal. The City  
383 reserves its Flow Control Rights over the Mixed Waste Processing Facility.

384 1.64 Multi-Family Dwelling (MFD) Collection Service. MFD Solid Waste Collection Service  
385 serves a Multi-Family Dwelling, and specifically includes the following, MFD Garbage Collection Service,  
386 MFD Large Item Collection Service, MFD Organic Waste Collection Service, and MFD Recycling Service:

387 A. MFD Garbage Collection Service. The Collection of Garbage, by Contractor, from  
388 MFD Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

389 B. MFD Large Item Collection Service. The periodic on-call Collection of Large Items,  
390 by Contractor, from MFD Service Units in the Service Area and the delivery of those Large Items to a  
391 Disposal Facility, Materials Recovery Facility or such other facility as may be appropriate under the terms of  
392 this Agreement. MFD Large Item Collection Service may include the Collection of Large Items using Roll-  
393 Off Containers.

394 C. MFD Organic Waste Collection Service. The Collection of Organic Waste, by  
395 Contractor, from MFD Service Units in the Service Area, the delivery of those Organic Waste materials to  
396 an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials,  
397 and the disposal of all MFD Organic Waste Processing Residue.

398 D. MFD Recycling Service. The Collection of Recyclables Materials by the Contractor  
399 from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials  
400 Recovery Facility and the processing and marketing of those Recyclable Materials, and the disposal of all  
401 MFD Recyclables Materials Processing Residue.

402 1.65 Municipal Code. Code means the City of Santa Clarita Municipal Code.

403 1.66 Non-Collection Notice. A written notice approved by the Agreement Administrator that  
404 notifies a Service Recipient of the reason Contractor did not Collect Solid Waste set out for Collection.

405           1.67     Organic Waste. “Organic Waste” has the same meaning as set forth in Section 15.44.010  
406 of the Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled paper waste  
407 that is mixed in with Food Waste.

408           1.68     Organic Waste Collection Service. The Collection of Organic Waste from Service Units and  
409 processing at an Organic Waste Processing Facility, and the disposal of all Organic Waste Processing  
410 Residue.

411           1.69     Organic Waste Processing Facility. “Organic Waste Processing Facility” means any facility  
412 designed, operated and legally permitted for the purpose of receiving and processing Food Waste, Green  
413 Waste, and Organic Waste listed in Exhibit 9. The City shall designate the Organic Waste Processing Facility  
414 for the Contractor to deliver Collected Organic Waste material under this Agreement.

415           1.70     Overage. Overage means Solid Waste set out for Collection either on top of or outside of  
416 a Container or in any manner that prevents the Container lid from completely closing or potentially cause  
417 Solid Waste to spill during Collection by Contractor’s vehicles.

418           1.71     Premises. “Premises” means any land or building in the City where waste is generated or  
419 accumulated.

420           1.72     Prohibited Container Contaminants. “Prohibited Container Contaminants” means any of  
421 the following but does not include Organic Waste specifically allowed for Collection in a Container that is  
422 required to be transported to a high diversion organic waste processing facility if the waste is specifically  
423 identified as acceptable for Collection in that Container in a manner that complies with the requirements of  
424 14 CCR Section 18984.1, 18984.2, or 18984.3. (A) Non-Organic Waste placed in a Collection Container  
425 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic  
426 Wastes that are, carpet, hazardous wood waste, or non-compostable paper placed in the Collection  
427 Container that is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1  
428 or 18984.2; (C) Organic Wastes, placed in a Collection Container designated for Garbage, that pursuant to  
429 14 CCR Section 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container  
430 designated for Organic Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection  
431 Container designated for Recyclable Materials shall be considered Prohibited Container Contaminants  
432 when those wastes were specifically identified in this Agreement, or through local ordinance for Collection  
433 in the Container designated for Organic Waste, or mutually agreed to and promulgated by the City and  
434 Contractor. Paper products, printing and writing paper, wood and dry lumber may be considered acceptable  
435 and not considered Prohibited Container Contaminants if they are placed in Collection Container designated  
436 for Recyclable Materials; and (E) Exempt Waste placed in any Collection Container.

437           1.73     Quarter. A three-month period during a calendar year. The first Quarter is January through  
438 March. The second Quarter is April through June. The third Quarter is July through September. The fourth  
439 Quarter is October through December.

440           1.74     Rate Year. Rate Year means the period January 1<sup>st</sup> to December 31<sup>st</sup>, for each year during  
441 the Term of this Agreement.

1.75 Recyclable Materials. "Recyclable Materials" has the same meaning as set forth in Section 15.44.010 of the Municipal Code and means those materials that are separated from Solid Waste prior to disposal to be recycled consistent with the requirements of the Act. Recyclable Materials that can be placed in the Recycling Container include but are not limited to, glass and plastic bottles, aluminum, tin and steel cans, metals, unsoiled paper products, printing and writing paper, and cardboard, and any other items as determined by the Agreement Administrator.

1.76 Recycling. "Recycling" means the process of collecting, sorting, cleansing, treating and/or marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. The collection, transportation or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined in Public Resource Code Section 40201.

1.77 Residential Collection Service. "Residential Collection Service" means ongoing regularly scheduled collection of Solid Waste by an Exclusive Franchise from Residential Service Units and MFD Service Units and the delivery of that Solid Waste to a Disposal Facility, Recycling Facility, and/or Organics Processing Facility.

1.78 Residential Premises. "Residential Premises" means: (i) any building or structure, or portion thereof, that is used for residential housing purposes and has four (4) or fewer distinct living units; and (ii) any multiple unit residential complex which, with the prior written approval of the City Manager, receives Solid Waste Collection services using standard residential Containers.

1.79 Residual or Residuals. "Residual" or "Residuals" means Solid Waste that is not Diverted from landfill Disposal after it has been delivered to an Organic Waste Processing Facility or a Recyclables Processing Facility for processing for Diversion from landfill Disposal. Residual does not include Recyclable Materials or Organic Material that is processed for Diversion but lacks an available market.

1.80 Roll-Off Container. A metal container with a capacity of ten (10) or more cubic yards that is normally loaded onto a specialized Collection vehicle and transported to an appropriate facility.

1.81 Santa Clarita Valley. "Santa Clarita Valley" shall include the unincorporated areas of North Los Angeles County.

1.82 SB 1383. "SB 1383" means State of California Senate Bill 1383 Short-lived Climate Pollutants: Organic Waste Reductions, approved September 19, 2016.

1.83 Self-Haul. Collection of Solid Waste by the resident, owner, or occupant of the Premises on which the Solid Waste was generated pursuant to a City-issued permit and in accordance with the requirements of the Municipal Code.

1.84 Service Area. That area within the city limits of the City of Santa Clarita designated by City as the Service Area.

477 1.85 Service Recipient. An individual or entity receiving Collection Service.

478 1.86 Service Unit. "Service Unit" means a single subscriber to Contractor's Collection Services.  
479 SFD Service Units, MFD Service Units, MXD Service Units, City Service Units or Commercial Service Units.  
480 Service Unit specifically includes the following:

481 A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s)  
482 for the accumulation and set-out of Solid Waste. City Service Units are the properties set forth in Exhibit 3  
483 and may be modified by written notice to Contractor by the City.

484 B. Commercial Service Unit. All retail, professional, wholesale and industrial facilities,  
485 and other commercial enterprises offering goods or services to the public that utilize a Garbage Bin,  
486 Cart, Compactor, Roll-Off Container for the accumulation and set-out of Commercial Solid Waste.

487 C. Multi-Family Dwelling and MFD Service Unit. "Multi-Family Dwelling" and "MFD"  
488 shall mean any building or structure, including but not limited to Mobile Home Parks, or portion thereof,  
489 used for residential purposes having five or greater distinct living units.

490 D. MXD (Mixed-use Development) Service Unit. A mix of Commercial Service Units  
491 and five (5) or greater Dwelling Units in the Service Area utilizing any combination of Collection  
492 Containers for the accumulation of and set out of Solid Waste.

493 E. SFD Service Unit. Any Single-Family Dwelling Unit in the Service Area utilizing a  
494 Cart for the accumulation and set out of Solid Waste originating from SFD Residential Premises.

495 1.87 SFD Collection Service. SFD Garbage Collection Service, SFD Recycling Service, SFD  
496 Organic Waste Collection Service, and SFD Large Item Collection Service.

497 A. SFD Garbage Collection Service. The Collection of Garbage, by Contractor, from  
498 SFD Service Units in the Service Area and the delivery of that Garbage to a Disposal Facility.

499 B. SFD Large Item Collection Service. The periodic on-call Collection of Large Items,  
500 by Contractor, from SFD Service Units in the Service Area and the delivery of those Large Items to a  
501 Disposal Facility, Materials Recovery Facility or other such facility as may be appropriate under the terms  
502 of this Agreement. SFD Large Item Collection Service does not include the Collection of Large Items using  
503 Roll-Off Containers.

504 C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by  
505 Contractor, for SFD Service Units in the Service Area, the delivery of those Organic Waste Materials to an  
506 Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials,  
507 and the disposal of all SFD Organic Waste Processing Residual.

508 D. SFD Recycling Service. The Collection of Recyclable Materials by the Contractor  
509 from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials  
510 Recovery Facility and the processing and marketing of those Recyclable Materials.



511           1.88     Single-family Dwelling or SFD. “Single-family/duplex dwelling” or “SFD” means any  
512 residential premises with fewer than five (5) units single attached dwelling units, each designed for use by  
513 one bona fide housekeeping group.

514           1.89     Sludge. The accumulated solids, residues, and precipitates generated as a result of waste  
515 treatment or processing, including wastewater treatment, water supply treatment, or operation of an air  
516 pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or  
517 similar disposal appurtenances or any other such waste having similar characteristics or effects.

518           1.90     Solid Waste. “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and  
519 liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and  
520 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances,  
521 dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, Manure, vegetable or  
522 animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California  
523 Public Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes  
524 Recyclable Materials but does not include (1) Hazardous Waste; (2) radioactive waste regulated pursuant  
525 to the Health and Safety Code Section 114960 et seq.; and (3) medical waste regulated pursuant to the  
526 Health and Safety Code Section 117600 et seq.

527           1.91     Source Separated. “Source Separated” means materials that have been kept separate in  
528 the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order  
529 to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted  
530 products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined  
531 in 14 CCR Section 17402.5(b)(4).

532           1.92     SRRE (Source Reduction and Recycling Element). A formal planning document that  
533 demonstrates how the City will comply with the Act’s diversion goals.

534           1.93     Term. “Term” means the time period or duration which the Agreement is in effect.

535           1.94     Transfer Station. “Transfer Station” means the place or places listed in Exhibit 9 as City-  
536 approved locations conveyance of Solid Waste Collected by Contractor into larger vehicles prior to  
537 transportation of the Solid Waste to a Disposal Facility or Processing Facility.

538           1.95     Unicycling. A method of separating trash and recyclable materials in a single Collection  
539 Container. Trash materials are collected in bags and deposited into the Collection Container and recyclable  
540 materials are deposited into the Collection Container loose and unbagged.

541           1.96     Universal Waste or U-Waste. Electronic devices, dry-cell batteries, non-empty aerosol  
542 cans, fluorescent lamps, and fluorescent bulbs, mercury thermostats, and other mercury containing  
543 equipment.

544           1.97     Waste. “Waste” means the useless, unused, unwanted or discarded material and debris  
545 resulting from normal residential and commercial activity or materials which, by their presence, may

injuriously affect the health, safety, and comfort of persons or depreciate property values in the vicinity thereof.

1.98 Waste Generator. "Waste generator" means any person, as defined by the most current version of the Public Resources Code, whose act or process produces solid waste as defined in that same code, or whose act first causes solid waste to become subject to regulation.

1.99 Waste Reporting System (WRS). The electronic data recording and reporting system that Contractor uses to provide data and reports that this Agreement requires Contractor to give to the City.

1.100 White goods. "White goods" means enamel-coated major appliances, such as washing machines, clothes dryers, hot water heaters, stoves, and refrigerators.

1.101 Work Day. Any day, Monday through Saturday, that is not a Holiday as set forth in Section 5.03 of this Agreement.

1.102 Wood Waste. "Wood waste" means Solid Waste consisting of stumps, large branches, tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

## Article 2. Term of Agreement

2.01 Initial Term. The initial term of this Agreement will be for ten (10) year period beginning July 1, 2023 and terminating on June 30, 2033. Contractor shall commence performance of its Collection Service obligations under this Agreement on July 1, 2023 ("Commencement Date").

2.02 Extension of Term. Contractor may request up to two, five (5) year term extension to the Initial Term, and at City's sole option, City may grant Contractor's request to extend the term. Under no circumstances will City be obligated to extend the term. Contractor must request the first five (5) year extension by June 30, 2031 in order to be eligible for the term extension, and June 30, 2036 in order to be eligible for the second term extension.

2.03 Performance Review Prior to Five (5) Year Extension. A billing audit and performance review shall be conducted two years prior to the end of the Initial Term (i.e., during 2031, and to be completed by December 31, 2031) as described in Section 17.02. The cost of the review shall be paid as specified in that Section. In order to be eligible for an Extension of the Term of the Agreement under Section 2.02, Contractor must meet billing and performance standards to the satisfaction of the City. In the event Contractor fails to meet the minimum service and diversion requirements set forth in Section 8.01.1, this Agreement will terminate on June 30, 2033 as set forth in Section 2.01 of this Agreement.

## Article 3. Conditions Governing Services Provided by Contractor

3.01 Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and conditions set forth herein, the exclusive franchise, right and privilege to collect, remove and dispose of, in a lawful manner, Solid Waste, Recyclable Materials, and Organic Materials accumulating in the City's

Service Area that are required to be accumulated and offered for collection to the Contractor in accordance with the City's Municipal Code, for the Term of and within the scope set forth in this Agreement.

3.02 Recyclable Materials Organic Waste, and Bulky Waste Discarded by Service Recipients.

This Agreement shall not prohibit any person from selling Recyclable Materials or Organic Waste or giving Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However, in either instance: (1) the Recyclable Materials or Organic Waste must be source separated from and not mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donor any consideration for collecting, processing or transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price for collection, disposal and/or recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic waste become the property of Contractor.

3.03 Exclusions to Exclusivity.

3.03.1 Specialized Recyclable Materials. If Contractor is unable or unwilling to Collect and process for diversion specialized materials, including, but not limited to, Organic Waste, metals, Construction and Demolition Debris, laboratory waste, pallets and others, and which a third party is able to re-use or Recycle, Service Recipients shall have the right to engage the third-party recycler to collect and Recycle those Source-Separated Recyclable Materials provided that the diversion is verified by the City and the third party obtains a City recycling permit.

3.03.2 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a Commercial Service Unit has source separated Recyclable Material, the Waste Generator is entitled to sell that Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment to the Waste Generator, when such collector is permitted as appropriate under the City Municipal Code.

3.03.3 Byproducts of Food and Beverage Processing. Under AB 3036 (2018), certain byproducts from the processing of food or beverages from agricultural or industrial sources, provided they do not include animal, including fish, processing byproducts, they are Source-Separated, they are not discarded (meaning the generator may not pay the recipient any consideration, or accept a discount or reduction in price for collecting, processing, or transporting such material), and they are used as animal feed, are exempted from this Exclusive Franchise Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code, or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer, as defined in Section 23015 of the Business and Professions Code.

3.03.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Large Items which is Source Separated at any premises by the waste generator and donated to youth, civic or charitable organizations qualified as such pursuant to Federal law.

617                   3.03.5 Gardening or Landscape Services. Green Waste removed from a premises by a  
618 gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that  
619 company rather than as a hauling service;

620                   3.03.6 Temporary Services. Temporary Collection services for Solid Waste and  
621 Construction and Demolition Debris is covered under the City's Limited Franchise Agreement and  
622 Contractor must abide by terms of that agreement for Collection and processing and Diversion of  
623 Construction and Demolition Debris.

624                   3.03.7 Permanent Roll-offs. Permanent Roll-off Collection services for Solid Waste and  
625 Construction and Demolition Debris in a Roll-Off Container is covered under the City's Limited Franchise  
626 Agreement and Contractor must abide by terms of that agreement for Collection and processing and  
627 Diversion of Construction and Demolition Debris.

628                   3.04     Responsibility for Service Billing and Collection. Contractor is responsible for the billing  
629 and collection of payments for Collection Services within the Service Area.

## 630                   Article 4. Franchise Fees and Payments

631                   4.01     Contractor's Payments to City. The Parties agree that all fees and any payments owed by  
632 Contractor to City under this Agreement are the product of extensive negotiations and constitute valid  
633 consideration for the rights and privileges granted to Contractor under this Agreement.

634                   4.02     Reimbursement for the Cost of Procurement Process. Contractor shall reimburse the City  
635 a one-time fee for the cost of the Franchise Agreement solicitation, evaluation and award process of **Three**  
636 **Hundred Thousand Dollars (\$300,000)**. This fee shall be due and payable on the thirty (30) day after the  
637 Effective Date of the Agreement.

638                   4.03     Quarterly Fees and Payments. The following quarterly fees and payments shall be due and  
639 payable on the twentieth (20<sup>th</sup>) day of the month following the end of each Quarter for which the Collection  
640 Services were provided; first such payment being due on October 20, 2023. The City Council may adjust the  
641 Quarterly Fees by resolution, in which case Contractor shall be entitled to a rate adjustment as a City-  
642 directed change in accordance with Section 30.01. The Quarterly Fees shall be accompanied at the time of  
643 payment by a written report, in a format acceptable to the City, setting forth the calculations Contractor used  
644 to determine the amount due and the basis for those calculations. Figures used in the report shall be taken  
645 from Contractor's general books of account, and Contractor shall retain all supporting documentation in  
646 accordance with the records retention requirements in Section 22.01.

647                   4.03.1 Franchise Fee. Contractor shall pay the City a quarterly Franchise Fee equal to  
648 **ten percent (10%)** of the Gross Revenue received by the Contractor from Collection Services provided in  
649 the City pursuant to this Agreement.

650                   4.03.2 Marketing and Sales of Recyclable Materials. Contractor shall be responsible for  
651 marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Contractor shall pay  
652 City **\$5.50 per ton** on Recyclable Materials revenue. This shared revenue, from all recovered Recyclable

Material, except for organic waste or Diverted Bulky Items, shall be paid to the City on a quarterly basis, within 20 days of the end of the Quarter. City may apply late penalties as specified in Exhibit 6.

Tonnage upon which the shared revenue is calculated shall be the tonnage after processing and removing residual waste, if the Contractor can document to the City's satisfaction these tonnage figures. If such documentation is not available in a sufficient form, shared revenue shall be based on the tonnage delivered for processing. Tonnage reports, broken down by month, shall accompany quarterly payments.

4.04 Annual Fees and Payments. The following annual fees and payments shall be due and payable on July 1 of each calendar year; the first such payments being due on May 1, 2023. The City Council may adjust the Annual Fees by resolution, in which case Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 30.01. On each anniversary of the Commencement Date, each of the following annual fees and payments shall increase by the same percentage that the Maximum Service Rate increases for that same Calendar Year.

4.04.1 Administrative Fee. In consideration of the administrative costs of managing the City's solid waste program, Contractor shall pay City an annual Administrative Fee of **Three Hundred Thousand Dollars (\$300,000)**.

4.04.2 SB 1383 Implementation Fee. In consideration of the implementation, reporting, and enforcement costs of SB 1383, Contractor shall pay City an annual SB 1383 Implementation Fee of **One Hundred and Thirty Thousand Dollars (\$130,000)**.

4.04.3 Advertising and Outreach Contribution. Contractor shall pay the City an annual Advertising and Outreach Contribution in the amount of **Twenty Thousand Dollars (\$20,000)**.

4.05 Time and Method of Payment. Contractor shall pay all amounts owed under this Article without prior notice or demand and without abatement, deduction, offset or credit in lawful money of the United States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in which case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-marked on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped receipt from the City by 5:00 p.m. on the due date.

4.06 Late Payments. In the event Contractor fails to pay the City any amounts owed under this Article on or before the applicable due date, then in addition to the amounts already owed, Contractor shall pay a penalty as specified in Exhibit 6, except to the extent that such lateness is due to extenuating circumstances. Contractor must submit any request for approval of a late payment in writing at least five (5) Business Days prior to the date on which fees are due, and the request must be accompanied by a written explanation of the extenuating circumstances and adequate supporting documentation. The City shall not unreasonably withhold its approval, and shall notify Contractor within three (3) business days of receiving the request whether and to what extent the request has been approved.

4.06.1 Taxes and Utility Charges. The Contractor shall pay all taxes lawfully levied or assessed upon or in respect of the operating assets or the Collection Services, or upon any part thereof of

upon any revenues necessary for the operation of the operating assets and the provision of the Collection Services, when the same shall become due.

4.06.2 Franchise Fee Disputes. In the event of any disputes between the Contractor and the City with respect to the fees described in this Article 4, the City shall provide the Contractor with written objection within 180 days of the receipt of the written report described in Section 4.03, encompassing the dispute amount. The City shall state its objections in writing with reference to the applicable portion(s) of the report and its reasons then known for its dispute. The Parties agree to meet and confer regarding any such dispute.

## Article 5. General Requirements

5.01 Service Standards. Contractor must perform all Collection Services under this Agreement in a thorough and professional manner as described in Article 25, while meeting the minimum performance and diversion standards listed in Article 17 according to the Sustainability and Compliance Plan (Exhibit 10) developed by the Contractor and approved by the City.

5.02 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of Contractor's obligations under this Agreement. Contractor must always 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 will be provided or paid to Contractor by City or by any Service Recipient except as expressly provided by this Agreement.

5.03 Holiday Service. The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day 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, 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. Commercial Collection Services will be adjusted as set forth in Article 12 but must meet the minimum frequency requirements of one (1) time per week. Collection Services will not take place on Sundays, unless previously authorized by the Agreement Administrator.

5.04 Inspections. Subject to Contractor's appropriate safety protocols, the City has the right to inspect Contractor's facilities or Collection Vehicles and their contents used to provide services pursuant to this Agreement at any reasonable time while operating inside or outside the City.

5.05 Commingling of Materials.

5.05.1 SFD Materials Collected in Santa Clarita. Contractor may not at any time commingle any SFD materials Collected pursuant to this Agreement with any other material Collected by Contractor inside or outside the City of Santa Clarita without the express prior written authorization of the Agreement Administrator.

725                   5.05.2 Commercial Materials Collected in Santa Clarita. Contractor may commingle  
726 Commercial materials collected pursuant to this Agreement with other materials collected outside the City  
727 of Santa Clarita, provided that Contractor tracks the tonnage of Commercial material collected inside the  
728 City of Santa Clarita separately using a City-approved allocation methodology. Changes to the allocation  
729 methodology may only be made with the express prior written authorization of the Agreement Administrator.

730                   5.05.3 Recyclable Materials. Subject to Sections 10.08.2 and 12.04.4, Contractor may not  
731 at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this Agreement with  
732 any other material type Collected by Contractor without the express prior written authorization of the  
733 Agreement Administrator.

734                   5.05.4 Organic Waste. Subject to Sections 10.09.4 and 12.05.7, Contractor may not at  
735 any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any  
736 other material type Collected by Contractor, without the express prior written authorization of the Agreement  
737 Administrator.

738                   5.05.5 Commingled Garbage and Recyclables. Only in special circumstances in which  
739 separate Collection Containers pose a challenge due to space or logistical constraints, and with prior written  
740 authorization of the Agreement Administrator, Contractor will Collect Commercial Garbage and Recyclable  
741 Materials in the same Collection Container, using a Split-bin or Unicycling, for the purposes of processing  
742 Recyclable Materials for diversion.

743                   5.06     Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service  
744 Recipients the correct combination of Cart and Bin sizes and collection frequency beyond the minimum  
745 bundled service requirements as necessary, that matches their unique service needs to reduce  
746 contamination of Recyclable Materials and Organic Waste, and provide service at least cost to Service  
747 Recipient. To support City's diversion goals and Contractor's Diversion Requirements as set forth in Section  
748 8.01.1, Contractor is only required to collect and process Recyclable Materials if they have been separated  
749 by the Service Recipient from Garbage and Organic Waste and will only be required to collect Organic Waste  
750 if it has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

751 As part of Contractor's Public Education Services under Section 20.02, Contractor has agreed to provide  
752 outreach and support to Service Recipients as described in the Contractor's Sustainability and Compliance  
753 Plan provided as Exhibit 10 and Outreach and Education Plan provided as Exhibit 11. Additionally,  
754 Contractor's route collection personnel will report to Contractor's supervisors if they observe potential  
755 contamination problems, and/or insufficient collection capacity. For purposes of determining if Recyclable  
756 Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable  
757 Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if,  
758 by visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or  
759 Recyclable Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated  
760 and Contractor may take the following steps:

761                   5.07     Violations by Service Recipients. The following provisions will apply to all Commercial,  
762 MFD, MXD, and SFD Service Recipients.

763                   5.07.1 First and Second Occurrence. For the first and second occurrence within any one  
764 continuous 12 month period of contamination for a particular container (i.e., Recyclable Materials or Organic  
765 Waste), Contractor must collect the contaminated container (as Solid Waste) and must affix a  
766 Contamination Violation Notice to the contaminated container which contains instructions on the proper  
767 procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by  
768 phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the third and subsequent  
769 incidents of excess contamination, the Service Recipient may be charged a contamination fee for the  
770 contaminated container, and Contractor may increase the Collection Container size, or require an additional  
771 Collection Container. Contractor's representative must also contact the Service Recipient by phone, U.S.  
772 mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of  
773 service for proper collection of Recyclable Materials and/or Organic Waste. Contractor must also document  
774 the contamination issue in the Waste Reporting System provide digital/visual documentation to the Service  
775 Recipient that clearly documents the Service Recipient's on-going contamination problems.

776                   5.07.2 Third Occurrence. For the third or subsequent occurrence within any one  
777 continuous 12-month period of contamination for a particular container (i.e., Recyclable Materials or  
778 Organic Waste), Contractor must collect the contaminated Container (as Solid Waste) and must charge the  
779 Service Recipient a contamination fee as set forth in Exhibit 1. Contractor must continue providing the  
780 Recyclable Materials or Organic Waste Collection Services. Contractor must provide (or have provided)  
781 digital/photographic documentation to the Service Recipient that clearly documents the Service Recipient's  
782 on-going contamination problems and written Notices of contamination as described above. Contractor may  
783 increase the Container size or collection frequency and impose a contamination surcharge on the account  
784 for a period of six months or until the Service Recipient has demonstrated no contamination for a period of  
785 three consecutive months. Contractor must document contamination issue and surcharge in Waste  
786 Reporting System and notify City within five (5) Business Days if Contractor increases the Container size  
787 or collection frequency for excessive contamination or imposes the contamination surcharge to the account.  
788 City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against  
789 offending Service Recipients in order to secure discontinuance of the contamination.

790                   5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination  
791 occurrence is tracked annually per Calendar Year, and resets at the start of each Calendar Year if  
792 contamination occurrences are not active and consecutive. Where contamination is occurring, and  
793 occurrences are consecutive and unremedied their count shall continue across Calendar Years until remedy  
794 occurs. In this case, once the Service Recipient has demonstrated no contamination for a period of three  
795 consecutive months the tracking calendar will reset.

796                   5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a  
797 contamination charge (which must be within 30 days of them being assessed), Contractor will temporarily  
798 halt any contamination charge and/or increased Maximum Service Rate resulting from increasing the  
799 Collection Container size, or collection frequency, and Contractor may request a ruling by the City Manager  
800 to resolve the dispute. During the pendency of any request, Contractor may restore Container size or  
801 number, or collection frequency to the prior levels. A request by Contractor to the City Manager to rule on  
802 any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination charge,



or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or collection frequency and may follow the steps in Section 7.07 for collection of delinquent accounts.

5.10 Container Overage and Correction Procedures. If a Customer is found to habitually overflow their Collection Container(s), i.e., lid will not close, and/or material not contained within Container Contractor may take the steps as listed below to correct Customers' on-going overflow of material. All customers will be notified of Collection Overages. Contractor shall notify the City regarding Commercial, MFD, and MXD customers that habitually overflow their Containers so that the City can take appropriate action with such customers in order to secure discontinuance of the overages.

5.11 Overage and Correction Procedures. Contractor shall provide the Service Recipients the correct combination of Collection Containers and collection frequency that matches each Service Recipient's unique service needs to enable clean, efficient, and cost-effective collection of Solid Waste, Recyclable Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety. Contractor has also agreed to conduct recycling audits and provide outreach and support to Service Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually overflow their Solid Waste Collection Containers, Contractor may take the steps as listed below to correct Service Recipient's on-going overflow of Solid Waste.

5.12 Prior Arrangements For Collection. If the Service Recipient has made prior arrangements with Contractor for Collection of Solid Waste Overages, Contractor must collect such Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior arrangement) rate set forth in Exhibit 1.

5.13 No Prior Arrangements. If the Service Recipient has not made prior arrangements with Contractor for Collection of Solid Waste Overage, (i) Contractor may collect such Solid Waste Overage at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor may Collect the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste Overage fee (no prior arrangement) rate set forth in Exhibit 1 as provided below, or increase the capacity or frequency of Collection of the existing Collection Container(s) to match documented service needs as provided below. In managing Solid Waste Overages, the following apply:

5.13.1 SFD Service Recipients – Each Occurrence. For each occurrence Contractor will not collect the Solid Waste Overage if the Collection Container could not be serviced by normal operating procedures or cause spillage upon servicing and Contractor must provide the following written notice via e-

mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: (i) the date, description and photograph of the Solid Waste Overage and document in the Waste Reporting System. Contractor's Non-Collection Notice for SFD Service Recipients shall also contain instructions on (a) how to schedule a Large Item Collection or (b) request an additional Collection Container to eliminate future Overages.

5.13.2 Commercial and MFD/MXD Service Recipients – Each Occurrence. Contractor must provide a written notice on the Container and may provide a copy of the notice via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description and photograph of the Solid Waste Overage. Contractor may collect the Solid Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1, and increase the capacity, or collection frequency of the Collection Container to match documented service needs. At least ten (10) Business Days prior to increasing the Collection Container size, or frequency of Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail, e-mail or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate level of service. Contractor must document overage issue in the Waste Reporting System and notify City within ten (10) Business Days of any changes in Service Recipient's Collection Container size or collection frequency. The increased capacity or collection frequency will remain in effect until Contractor determines that it is no longer needed to prevent overages, which may be longer than the one Calendar Year stated above. Such determination will be in Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the overages.

5.14 Tracking Occurrences of Solid Waste Overage. Regarding Sections 5.11 – 5.13 after twelve (12) months have passed from the last applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage occurrence.

5.15 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage charge or container size or collection frequency change within 30 days of the disputed action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size or number, or collection frequency, to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste

Collection Container size or collection frequency and may follow the steps in Section 7.07 for collection of delinquent accounts.

5.16 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor at such time as said materials are set out for Collection.

5.17 Spillage and Litter. Contractor may not litter premises in the process of providing Collection Services or while its vehicles are on the road. Contractor must transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials and must immediately, at the time of occurrence, clean up such spilled or dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

5.17.1 Except as provided in Section 12.03.3, Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is spilled or scattered by Contractor or its employees.

5.17.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Contractor's operations or equipment repair must be covered immediately with an absorptive material and removed from the street surface. Contractor must document spillage in the Waste Reporting System and notify City's stormwater compliance coordinator within ninety (90) minutes of any spills resulting from Contractor's operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City's stormwater compliance coordinator to be compliant with the City's stormwater permit.

5.17.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary, Contractor must engage third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts. If clean-up is not conducted to satisfaction of City, City has right to engage environmental clean-up specialist to perform additional clean-up work at the expense of Contractor.

5.17.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e., any physical damage in excess of a simple cosmetic stain caused by the spill), Contractor shall be responsible for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City and at no cost to the City.

5.17.5 To facilitate immediate cleanup, Contractor's vehicles must always carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

5.18 Green and Organic Waste Capacity. Contractor shall use commercially reasonable efforts to guarantee capacity for all City Green and Organic Waste for the term of the Agreement using a facility listed in Exhibit 9.

5.19 Regulations and Record Keeping. Contractor must comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by regulations must be maintained at Contractor's facility. These records must include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

## Article 6. Collection Service Rates

6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will charge for providing the Collection Services, provided that Contractor shall not charge any Service Recipient an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be adjusted as provided in this Agreement.

6.02 Senior / Low-Income Discount as Contractor's Good Will. In exchange for the good will of the City and the general public, Contractor voluntarily agrees to discount the rate it charges for Collection Services provide to eligible Service Recipients (the "Discount") and that the Discount shall neither impact the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients. Contractor shall make the Discount available to any person who demonstrates through appropriate documentation that they are: (i) 60 years of age or older; or (ii) a person of low, lower, or extremely low income, and enrolled in a discounted utility program; and (iii) the service account holder; and (iv) the head of household and occupant at the Service Unit address. Contractor shall provide the City and all persons in the City then currently subscribed Contractor's Discount rate program describing and explaining how to qualify for and receive the Discount. Contractor shall thereafter advertise the availability of the on its website throughout the Term of this Agreement and at least once per year by direct notice to all SFD Service Recipients. Adjustments to Maximum Service Rates using CPI-U. Beginning on January 1, 2025, and annually thereafter, Contractor shall, subject to compliance with all provisions of this Section, receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1 to this Agreement.

6.03 Pre-payment Discount. Contractor will provide a one-month discount to the total annual bill for all SFD Service Recipients that pre-pay their bill on an annual basis. The annual pre-payment must occur between January 2<sup>nd</sup> and January 31<sup>st</sup> to be effective in the current Calendar\_Year.

6.04 Maximum Service Rate Adjustment. The Maximum Service Rates in Exhibit 1 shall be adjusted on January 1, 2025, and annually thereafter in accordance with this Section 6.04. No other adjustments shall be made except as provided in Section 30.01.

6.04.1 CPI Adjustment Calculation. For Rate Year 2025, beginning on January 1, 2025, and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of the 12-month average change in the CPI-U for the 12-month period published immediately prior to the rate application. Therefore, the first rate adjustment effective January 1, 2025 will be based on the percentage change between the 12-month average of the CPI-U from August 1, 2022 through July 31, 2023, and the

12-month average of the CPI-U from August 1, 2023 through July 31, 2024. The index to be used shall be the CUURS49ASA0 All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim, not seasonally adjusted.

6.04.2 Annual Rate Cap on Maximum Service Rates. In any Calendar Year that the calculation of the CPI-U exceeds four percent (4%), the total adjustment for that year will equal four percent (4%) and the rollover amount will be added to the rate adjustment percentage in the following year, or any subsequent year. If the CPI-U is negative (after accounting for any applicable rollover percentages from prior years), there will be no CPI-U adjustment for that year. Notwithstanding any other provision of this Agreement, all SFD Service Unit Maximum Service Rates shall remain below all jurisdictions, including Incorporated Cities and Unincorporated County Areas, with Source Separated (Garbage, Recycling, and Organic Waste) franchised collection services in the Santa Clarita Valley.

6.04.3 Rounding. Adjustments to the overall Service Rates shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.

6.04.4 Maximum Service Rate Adjustment Report. On or before September 15 of each year of the Term, Contractor shall deliver to City a report on its proposed adjustment to the Maximum Service Rates for the subsequent calendar year (the "Adjustment Report"). The Adjustment Report shall be in a format as may be mutually agreed on between the City and Contractor and must contain or be accompanied by Contractor's adjustment calculations for the specific services performed under this Agreement during the preceding Agreement Year in Microsoft Excel or other electronic format acceptable to the City. Contractor shall be solely responsible for the cost of preparing the Adjustment Report.

6.04.4.1 Corrections. In the event the City determines the Adjustment Report contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected report to the City. A corrected report submitted after September 15 shall be treated as a late report.

6.04.4.2 Late Report. If Contractor fails to submit the Adjustment Report by September 15, the City may: (1) accept and consider the late Adjustment Report if the City, in its sole and reasonable discretion, deems there is sufficient time to review and approve the proposed adjustment in time for it to be implemented on January 1; or (2) accept and consider the late Adjustment Report at its earliest convenience, in which case any approved rate adjustment shall only go into effect prospectively thirty (30) days after the City's approval. In no event shall Contractor apply any rate adjustment retroactively.

6.04.4.3 No Report. If Contractor fails to provide any Adjustment Report, the Maximum Service Rate shall remain unchanged for the next calendar year.

6.04.5 Customer Notification. At least 30 days prior to the effective date of a rate change, Contractor shall prepare and distribute, subject to the direction of the City, a notice to each Customer containing the new collection rate and the effective date. Such notice shall be in a form subject to City's approval prior to its distribution and may be included with Billings made by Contractor.

989           6.05     City Approval. If Contractor provides a timely Adjustment Report, the City Manager shall  
990 notify Contractor on or before December 1 whether the City has approved the requested adjustments to the  
991 Maximum Service Rates for the next Rate Year. Approval of the City Council shall be required for any  
992 requested rate adjustment of more than four percent (4%) . The City Manager may approve all other requests  
993 or refer them to the City Council at his or her discretion.

994           6.06     Contractor payment for CPI-U review. Contractor shall be responsible for paying the cost  
995 of reviewing or correcting the annual CPI-U adjustment if the City determines that Contractor has made  
996 substantial errors and has not properly submitted or correctly calculated the CPI-U adjustment.

997           6.07     Extraordinary Adjustments. Contractor and City acknowledge that there may be infrequent  
998 extraordinary events, including Change of Law, which, although they do not prevent either party from  
999 performing, and thus do not implicate the force majeure provisions hereof, nevertheless increase the cost of  
1000 providing services above the Section 6.04 Maximum Service Rate Adjustment. The obligation of the parties  
1001 in such event is to act reasonably toward each other in arriving at an appropriate adjustment in rates.  
1002 Accordingly, at its option, Contractor may apply to the City not more frequently than once annually, for an  
1003 extraordinary rate adjustment should an event or circumstance arise which negatively impacts the economic  
1004 operation of Contractor and which is in excess of the rate adjustment resulting from the application of Section  
1005 6.04. An extraordinary adjustment in rates will be deemed justified if it is necessary for the Contractor to  
1006 make a substantial change in its operations, or substantial capital expenditure or investment in order to  
1007 perform its obligations under this Agreement due to the occurrence of an event or circumstance which is  
1008 beyond the reasonable control of Contractor. Extraordinary rate adjustments shall only be effective after  
1009 approval by the City Council.

1010           6.07.1   Contractor's Burden. In the event of such an application for an extraordinary rate  
1011 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable  
1012 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of  
1013 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient  
1014 documentation in support of its request. City in its sole reasonable discretion may request Contractor to  
1015 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be  
1016 solely responsible for the cost to of providing such additional information. Contractor shall allow City to  
1017 review a report of its annual revenues and expenses for the services provided in the City prepared by a  
1018 Certified Public Accountant or a licensed public accountant, which shall have been prepared in compliance  
1019 with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the  
1020 California Code of Regulations, Title 16, Chapter I ("Financial Statements"). Such Certified Public  
1021 Accountant or licensed public accountant shall be entirely independent of the Contractor and shall have no  
1022 financial interest whatsoever in the business of the Contractor. City shall have the right to review this  
1023 information in connection with the City's review of Contractor's extraordinary rate adjustment request. With  
1024 respect to any Financial Statements or any other non-public information ("Confidential Information"), City  
1025 agrees that: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of  
1026 Confidential Information within its own organization and to its agents or representatives who need to know  
1027 the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information  
1028 to any third party, excepting those subject to subsection (b), without the prior written consent of the

Disclosing Parties; (d) it will not copy and/or reproduce any Confidential Information without the prior written approval of the Contractor; and (e) it will not use Confidential Information except as required for consideration of the request. City may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. The City will inform the Contractor upon receiving a California Public Records Act request or a subpoena for the Confidential Information by written notice delivered to the Contractor ("Notice"). The Contractor will have five (5) days from the date of the Notice to inform the City in writing of its intent to assert its confidentiality rights under this Agreement. The Contractor will have fifteen (15) days from the date of the Notice to seek judicial assistance to prevent the disclosure of the Confidential Information. If the Contractor fails to act within the nine (9) or fifteen (15) day windows described above, the City may disclose the requested Confidential Information to the requestor or subpoenaing party. In the event Contractor seeks a court order to stay or enjoining the disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its Council, elected and appointed board or commission members, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description, whether judicial, quasi-judicial or administrative in nature, arising or resulting from or in any way connected with the subject CPRA or FOIA request for the Records. This Indemnity shall survive the expiration or termination of this Agreement.

6.07.2 Review Costs. At the time of its request, Contractor shall also submit a payment to the City of **Twenty-Five Thousand Dollars (\$25,000)** to defray the City's costs to review the request. In the event the City's reasonable costs exceed that amount, Contractor shall reimburse the City for any documented amount in excess.

6.07.3 Meet and Confer. The City and Contractor agree to meet and confer regarding the request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

6.07.4 City Review; Approval. City shall review the Contractor's request and, in the City's sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request. Except as provided herein, any such change approved by the City shall not be implemented until January 1 of the next Rate Year unless a different time frame is approved by the City Council.

6.07.5 No Retroactive Adjustments. Extraordinary Adjustments may not be applied retroactively without City Council approval. Notwithstanding the preceding sentence, in no event may an Extraordinary Adjustment be applied retroactively to a date prior to July 1, 2023. Contractor may not request an Extraordinary Adjustment to Initial Service Rates, nor may Contractor request an Extraordinary Adjustment prior to December 31, 2024.

6.08 Five Year Meet and Confer. The City and Contractor agree to meet and confer on or about five (5) years from the Commencement Date regarding material changes in the cost of providing services that are substantially in excess of the rate adjustments resulting from the application of Sections 6.04 and

1068 6.07. If it is determined that there have been material changes in the cost of providing services, then the City  
1069 and Contractor agree to negotiate in good faith regarding appropriate adjustments to the rate. The process  
1070 for demonstrating material changes in the cost of providing services shall follow the same process as outlined  
1071 in Section 6.07.1.

1072 6.09 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by  
1073 operation of Applicable Law to approve or implement a rate increase under this Article 6, or some or all of  
1074 the Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right,  
1075 within thirty (30) days after notice of any such inability to approve or invalidation of an approved rate increase,  
1076 to request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to  
1077 compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to  
1078 commence negotiations in good faith or negotiations are not completed within forty-five (45) days following  
1079 the date of receipt of Contractor's request, either party may terminate this Agreement no earlier than one  
1080 hundred and eighty (180) days after written notice to the other.

## 1081 Article 7. Collection Service Billing

1082 7.01 Responsibility for Collection Service Billing and Collection. Contractor shall be solely  
1083 responsible for the billing and collecting payments for the Collection Services it provides within the Service  
1084 Area.

1085 7.02 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or electronic  
1086 mail, to each Service Recipient in advance of all services provided by Contractor under this Agreement. If  
1087 sent by mail, invoices for each billing period shall be placed in a separate envelope accompanied by a self-  
1088 addressed return envelope. All invoices shall include Contractor's e-mail address, include directions for  
1089 payment by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be  
1090 accompanied by a complete billing statement showing all charges and all services provided. City shall have  
1091 the right to direct Contractor to revise the format of all invoices and billing statements upon reasonable notice  
1092 to Contractor.

1093 7.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the  
1094 first day of the service period of Collections Services covered by the invoice. Contractor shall invoice Service  
1095 Recipients once every month for Commercial Service Units, MFD Service Units and MXD Service Units and  
1096 once every Quarter for SFD Service Units. No invoice shall be considered past due until the last day of the  
1097 respective month or Quarter for which Collection Services are provided.

1098 7.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from  
1099 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis,  
1100 meaning one-fourth of the applicable rate found in Exhibit 1 multiplied by the number of weeks of service  
1101 provided by Contractor.

1102 7.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by  
1103 Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment and  
1104 after the payment is validated. Contractor shall refund every overpayment that: (1) exceeds two hundred



1105 dollars (\$200.00) or the amount of Service Recipient's typical invoice, whichever is less; or (2) is due to the  
1106 Service Recipient closing the account prior to the end of the billing period. Contractor may issue a service  
1107 credit of no more than two (2) years against future invoices for all other overpayments.

1108 7.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose  
1109 accounts are delinquent by more than ninety (90) days to the Agreement Administrator on a monthly basis.

1110 7.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other  
1111 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to  
1112 Contractor, to collect or cause collection of past due invoice amounts; provided, however, that Contractor  
1113 shall never discontinue Collection Services to any Service Unit except upon fifteen (15) days prior written  
1114 notice to both the Service Recipient and the Agreement Administrator. Written notice to be provided to the  
1115 Service Unit no sooner than 15 days after the close of the prior quarter. Contractor may send a written notice  
1116 to Service Recipient regarding payments of Billings during the billed service period.

## 1117 Article 8. Diversion Requirements

1118 8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with  
1119 City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and  
1120 employ sufficient programs and services to assist City in meeting or exceeding City's Diversion goals  
1121 requirements (including, without limitation, amounts of Solid Waste to be Diverted, time frames for Diversion,  
1122 and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and  
1123 that Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1, except  
1124 as provided in Section 30.01.1.

1125 8.01.1 Minimum Diversion Requirements. Contractor shall meet the following minimum  
1126 calendar year Franchised Diversion Rates or CalRecycle Diversion Rates if subject to Waiver requested  
1127 and received under Section 8.01.7:

Calendar Year	Franchised Diversion Rate	CalRecycle Diversion Rate
July - Dec 2023	40%	55%
2024	40%	55%
2025	45%	60%
2026	45%	60%
2027	50%	65%
2028	50%	65%
2029	55%	70%
2030	55%	70%
2031and After	60%	75%

1128 8.01.2 Annual Reporting. Contractor shall calculate the actual Franchised Diversion Rate  
1129 for each calendar year and shall deliver a written report regarding the same to the City no later than August  
1130 15 of the year following the reporting period as set forth in Section 22.04.

1131 8.01.3 Franchised Diversion Rate Calculation. Contractor's actual Franchised Diversion  
1132 Rate for any given Calendar Year shall be calculated by dividing (i) the total tonnage of Solid Waste  
1133 Collected by Contractor in the City and either Disposed of at the City approved Recyclable Materials or  
1134 Organic Waste Processing Facility, scavenged, or otherwise handled in a manner that counts as Diversion  
1135 under applicable CalRecycle regulations; by (ii) the total tonnage of Solid Waste Collected by Contractor in  
1136 the City.

1137 8.01.3.1 Diversion for Scavenged Items. Contractor may estimate  
1138 diversion of materials lost due to scavenging by determining how many work orders were  
1139 submitted for Large Item Pickup and observed by the drivers as to be not out for collection.  
1140 Contractor will provide a standard estimate of weight per item that is acceptable to the City.

1141 8.01.4 Failure to Meet Franchised Diversion Rate. If Contractor fails to meet the minimum  
1142 calendar year Franchised Diversion Rate in a given reporting period pursuant to Section 8.01.2, it shall be  
1143 subject to Administrative Charges as allowed under Article 25 and specified in Exhibit 6. Contractor must  
1144 also submit a written corrective action plan to the City before March 15 of the year following the missed  
1145 minimum Diversion requirement. Contractor's corrective action plan must specify all actions Contractor will  
1146 take to ensure it will meet Franchised Diversion Rates in the future, and shall be subject to the review and  
1147 approval by the Agreement Administrator. Contractor's failure to meet the minimum Franchised Diversion  
1148 Rate shall not constitute a default under this Agreement so long Contractor fully implements all elements  
1149 of a City approved corrective action plan. If Contractor fails to submit an adequate corrective action plan or  
1150 to fully implement a City-approved corrective action plan, it shall subject Contractor to Administrative  
1151 Charges as allowed under Article 25 and specified in Exhibit 6 in addition to any other remedies available  
1152 to the City.

1153 8.01.5 CalRecycle Diversion Rate Calculation. The actual CalRecycle Diversion Rate for  
1154 any given calendar year shall be calculated with the data provided through the electronic annual report  
1155 consistent with CalRecycle and Public Resources Code Section 41780.

1156 8.01.6 Failure to Meet CalRecycle Diversion Rate. If City fails to meet any CalRecycle  
1157 Diversion Rate listed in 8.01.1 due to Contractor's failure to implement any Diversion or public education  
1158 program as required by this Agreement, Contractor shall be subject to Administrative Charges as allowed  
1159 under Article 25 and specified in Exhibit 6. Contractor must also submit a written corrective action plan to  
1160 the City before March 15 of the year following the missed minimum CalRecycle Diversion Rate. Contractor's  
1161 corrective action plan must specify all actions Contractor will take to help the City to meeting all Diversion  
1162 requirements under Applicable Law in the future, and shall be subject to the review and approval by the  
1163 Agreement Administrator. If Contractor fails to submit an adequate corrective action plan or to fully  
1164 implement a City-approved corrective action plan, it shall subject Contractor to Administrative Charges as  
1165 allowed under Article 25 and specified in Exhibit 6 in addition to any other remedies available to the City.

1166 8.01.7 Waivers. On or about July 1, 2024, and on or about August 15 henceforth,  
1167 Contractor may request to waive or revise the annual Franchised Diversion requirements. The parties agree  
1168 to meet and confer, and negotiate in good faith regarding such requests, taking into account matters such  
1169 as waste characterization data, trends in source reduction, the availability of permitted facilities capable of  
1170 processing material to achieve the required Diversion levels, the availability of commercially viable markets  
1171 for Recyclable Materials or Organic Waste, transportation constraints, embargoes, the impact of  
1172 scavenging, increasing producer responsibility requirements, restrictions on single-use plastics, public  
1173 safety impacts, and the passage of any other legislation that significantly impacts the waste stream mix.  
1174 City, via the Agreement Administrator, may not unreasonably withhold approval of the waiver or revision  
1175 provided that Contractor's request is accompanied by sufficient documentation and granting the request  
1176 would not render the City non-compliant with any State Diversion mandates.

1177 8.02 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith  
1178 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the  
1179 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,  
1180 making such petitions and applications as may be reasonably requested by Contractor for time extensions  
1181 in meeting Diversion goals, enforce provisions of 15.44.905 Enforcement in the City municipal code or other  
1182 exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor's  
1183 Recycling, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order  
1184 to achieve the minimum requirements of this Article.

1185 8.03 Contractor's Diversion Programs. Contractor shall implement the Diversion programs  
1186 required under this Agreement to ensure that City and Contractor comply with all Diversion requirements  
1187 under Applicable Law. Contractor shall furthermore, at its sole cost and expense, (1) assist the City to  
1188 respond to inquiries from, or prepare for and attend any hearing before, CalRecycle or any other regulatory  
1189 agency relating to the City's compliance with Applicable Law; prepare for and participate in CalRecycle's  
1190 review of the City's SRRE.; apply for any extension available under Applicable Law; develop and implement  
1191 a public awareness and education program consistent with the City's SRRE and Household Hazardous  
1192 Waste Element and any related requirements of Applicable Law; (2) Provide the City with Recycling, source  
1193 reduction, and other technical assistance as may be needed to comply with Applicable Law; (3) advise the  
1194 City of additional programs or measures Contractor can, if authorized by the City, implement to increase  
1195 compliance with the Diversion requirements of Applicable Law; and (4) promptly pay any and all fees,  
1196 penalties, or other costs imposed on the City by CalRecycle relating to its Diversion requirements, outlined  
1197 in this agreement and indemnify and hold harmless the City from and against any fines, penalties, or other  
1198 liabilities, levied against the City for violation of such Diversion requirements caused by Contractor's failure  
1199 to perform its obligations hereunder.

1200 8.04 New Diversion Programs. If Contractor fails to meet any Franchised Diversion requirement  
1201 or the City fails to meet any CalRecycle Diversion requirement notwithstanding Contractor's implementation  
1202 of all Diversion and public education programs as required by this Agreement, the City may direct Contractor  
1203 to modify its Diversion and public education programs or implement new programs. Such modifications may  
1204 constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion  
1205 programs not described in this Agreement without the City's prior consent.

8.05 Nothing contained herein shall prohibit Contractor from meeting its diversion requirements by any alternative methods or procedures, provided it complies with AB 939, AB 341, AB 1826, AB 1594, SB 1016, SB 1383, and / or any other Applicable Law, as may be amended from time to time. Contractor's ability to meet its diversion requirements by alternative methods per this Section 8.05 is subject to Agreement Administrator review and approval.

## Article 9. Service Unit Types

9.01 Service Units. Service Units include all the following categories of premises which are in the Service Area as of July 1, 2023 and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

9.01.1 SFD Service Units. Services are specified in Article 10.

9.01.2 MFD Service Units. Services are specified in Article 11.

9.01.3 Mixed-use Development (MXD) Service Units. Services are specified in Article 13.

9.01.4 Commercial Service Units. Services are specified in Article 12.

9.01.5 City Service Units. Services are specified in Article 14.

9.01.6 Any question as to whether a premise falls within one of these categories will be determined by the Agreement Administrator and the determination of the Agreement Administrator will be final.

9.02 Service Unit Changes. City and Contractor acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide Service.

9.02.1 Additions and Deletions. Contractor must provide services described in this Agreement to new Service Units in Contractor's Service Area within five (5) Work Days of receipt of notice from City or the new Service Unit to begin such Service.

9.03 Annexation. If during term of the Agreement, additional territory within or adjacent to the Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public Resources Code section 49520, Contractor agrees to provide Collection Services in such annexed area in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination of former contractor's rights to provide service have been exhausted. Such Collection Services must begin within five (5) Work Days of receipt of written notice from City. Contractor may not begin Collection Service without written authorization from City.

1237 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the  
1238 addition of Service Units added due to annexation and must provide such revised maps to the Agreement  
1239 Administrator as requested.

## 1240 Article 10. Residential Service

1241 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD  
1242 Collection Services to all SFD Units in the Service Area, including all MFD Units subscribed to Cart or Bin  
1243 Collection Service. The SFD Services are governed by the following terms and conditions:

1244 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for  
1245 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose  
1246 SFD Solid Waste is properly containerized in Garbage Carts, Recyclable Materials are properly  
1247 containerized in Recycling Carts, except as set forth in Section 10.08.1; Organic Wastes are properly  
1248 containerized in Organic Waste Carts, except as set forth in Section 10.09.3, where the Garbage,  
1249 Recycling, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface  
1250 of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and  
1251 Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and  
1252 vehicle.

1253 10.01.2 Bundled SFD Cart Service. Except for those Service Recipients that City  
1254 determines may receive In-Ground Service, and those Service Recipients that choose to receive Bins for  
1255 service, Contractor will use a weekly Bundled SFD Solid Waste Collection Service system with one (1) 96-  
1256 Gallon Garbage Cart, one (1) 96-Gallon Recycling Cart, and one (1) 96-Gallon Organic Waste Cart as part  
1257 of the base SFD Solid Waste Collection Service. SFD Service Recipients shall receive additional Recycling  
1258 Carts and additional Organic Waste Carts to be included at no additional cost, if requested. Garbage,  
1259 Recycling, and/or Organic Waste Carts with a capacity of 32-Gallon or 64-Gallon may be requested by  
1260 Customers that have space constraints. Pricing for downsizing Carts, or additional Carts, relative to the  
1261 base Bundled Service are included in Exhibit 1.

1262 10.01.3 In-Ground Container Collection. Contractor shall continue to provide weekly Solid  
1263 Waste Collection Service to SFD Service Recipients with in-ground Containers ("In-Ground Service").  
1264 Contractor shall remove such Containers from their in-ground housing, bring them to the Collection Vehicle  
1265 for dumping, and return them to the in-ground housing, covered. Contractor shall not be obligated to provide  
1266 Service Recipients In-Ground Service with Organic Waste Collection as set forth in Section 10.09.  
1267 Contractor is not obligated to restart In-Ground Service after Bundled SFD Cart Service is started. Maximum  
1268 Service Rates for Service Recipients receiving Collection Service with in-ground Containers are set forth in  
1269 Exhibit 1.

1270 10.01.4 On-Premises Service. Notwithstanding any term or definition set forth in this  
1271 Agreement, Contractor must provide Collection of SFD Garbage, Recycling, and Organic Waste on the  
1272 SFD Service Recipients premises to an SFD Service Unit as follows.

1273 10.01.4.1 At no additional cost to the SFD Service Unit. SFD Service Units  
1274 where all adult Service Recipients residing therein have disabilities that prevent them from setting their  
1275 Garbage, Recycling or Organic Waste Cart at the curb for Collection, and if a request for on-premises  
1276 service has been made. Contractor shall have the right to verify eligibility. In the event of a dispute between  
1277 Contractor and Service Recipient, City shall have the right to make final determination.

1278 10.01.4.2 At an additional cost to the SFD Service Unit.

1279 A. SFD Service Units where topography, steep driveways, below grade dwellings, or  
1280 limited access to public streets that prevents the SFD Service Recipient from setting their Garbage,  
1281 Recycling or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the  
1282 Contractor, and if a request for on-premises service has been made.

1283 B. SFD Service Units inaccessible by standard 3 or 4 axel Collection Vehicles as  
1284 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the  
1285 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult  
1286 or impossible to access using regular trash collection trucks.

1287 C. Contractor must offer "push services" to SFD Service Recipients other than those  
1288 listed above on a subscription basis upon request for the Service Rate set forth in Exhibit 1. Push services  
1289 include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers  
1290 from their storage location for Collection and returning the Collection Containers back to their storage  
1291 location.

1292 10.01.4.3 Contractor must provide on-premises Collection Service on the  
1293 same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit.

1294 10.02 Frequency and Scheduling of Service. Except as set forth in Section 10.10, SFD Collection  
1295 Service must be provided one (1) time per week on a scheduled route basis. SFD Collection Service must  
1296 be scheduled so that all Service Units receive Garbage Collection Service, Recycling Collection Service,  
1297 and Organic Waste Collection Service on the same Work Day. SFD Collection Service must be provided,  
1298 commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., Monday through Friday,  
1299 except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be extended  
1300 due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement  
1301 Administrator.

1302 10.03 Manner of Collection. The Contractor must provide Collection Service with as little  
1303 disturbance as possible and must leave any Garbage, Recycling or Organic Waste Cart in an upright position  
1304 at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.  
1305 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on  
1306 private property and may not trespass nor cross property to the adjoining premises unless the occupant or  
1307 owner of both properties has given permission. Care should be taken to prevent damage to property,  
1308 including flowers, shrubs, and other plantings.

1309 10.04 New Carts and Kitchen Food Waste Pails. At the start of this Agreement, Contractor must  
1310 supply new Carts and Kitchen Food Waste Pails that comply with Collection Container specifications in

1311 Exhibit 4. If any changes to these specifications are adopted after the Effective Date that results in Contractor  
1312 being required to replace Collection Containers before they have been fully depreciated, Contractor will be  
1313 eligible for additional compensation in accordance with Section 6.07.

1314           10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts  
1315 by unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by  
1316 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service  
1317 Recipient.

1318           10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service  
1319 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor  
1320 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor must  
1321 maintain records documenting all Cart replacements occurring and report through the Waste Reporting  
1322 System monthly.

1323           10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or  
1324 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except  
1325 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where  
1326 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost  
1327 of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the  
1328 Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be  
1329 adjusted by the City from time to time as provided under this Agreement.

1330           10.05.3 Contractor understands and agrees that this provision is intended to be applied on  
1331 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive  
1332 up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the term of the contract.

1333           10.05.4 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible  
1334 for the repair of Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work  
1335 Days of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair  
1336 the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1337           10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that  
1338 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient  
1339 within five (5) Work Days. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per  
1340 Calendar Year during the term of this Agreement for moving to a larger Cart size. Each SFD Service Unit  
1341 is eligible to receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for  
1342 moving to a smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those  
1343 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in  
1344 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this  
1345 Agreement.

1346           10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service  
1347 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,

1348 Contractor shall deliver such Carts to such Service Recipient within five (5) Work Days, at the rate set forth  
1349 in Exhibit 1.

1350 10.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1351 10.06 Cleaning of Collection Containers. Once each Calendar Year, if requested by the SFD  
1352 Service Recipient, Contractor must clean all Collection Containers at the SFD's premises or must replace  
1353 the dirty Collection Containers with clean Collection Containers. Any Collection Container cleanings must  
1354 be done in such a manner that results in no water entering the City's storm drain system. This service must  
1355 be provided at no charge to the Service Recipient, so long as the service is not requested more than once  
1356 per Calendar Year. In addition, regardless of whether or not this cleaning is requested by the Service  
1357 Recipient, Contractor will ensure that all Collection Containers are cleaned on an as-needed basis so as to  
1358 maintain a clean appearance and proper function. Additional cleanings beyond once each Calendar Year  
1359 will be subject to the Service Rate set forth in Exhibit 1.

1360 10.07 SFD Garbage Collection Service. This service is governed by the following terms and  
1361 conditions:

1362 10.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed  
1363 in a Garbage Cart. In the event of non-collection, Contractor will follow the steps set forth in Section 5.10.

1364 10.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of  
1365 performing Collection Services must be transported to, and disposed of, at the Disposal Facilities listed in  
1366 Exhibit 9. In the event the Disposal Facility is closed on a Work Day or excessive wait times are  
1367 encountered, Contractor must transport and dispose of the Garbage at another legally permitted Disposal  
1368 Facility. Notification to the City is required by the end of the same day should another facility be used.  
1369 Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 6 and may  
1370 result in Contractor being in default under this Agreement.

1371 10.08 SFD Recycling Service. This service is governed by the following terms and conditions:

1372 10.08.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart shall be  
1373 collected as a Large Item subject to sections 10.10.1 and 10.10.2. City may direct the Contractor to deliver  
1374 additional recycling carts if excessive collections are determined at a specific Service Recipient.

1375 10.08.2 Recycling - Improper Procedure. The Contractor is not required to Collect  
1376 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste  
1377 or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are  
1378 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,  
1379 Contractor must follow the steps set forth in Section 5.07.

1380 10.08.3 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable  
1381 Materials collected as a result of performing recycling services must be delivered to the Materials Recovery  
1382 Facility listed in Exhibit 9. Failure to comply with this provision will result in the levy of a penalty as specified  
1383 in Exhibit 6 and may result in Contractor being in default under this Agreement. All expenses related to



materials processing and marketing will be the sole responsibility of Contractor. City has the right to designate Materials Recovery Facility.

10.08.4 Move In/Out Collection Service. Within three (3) months of opening a new account, at no additional charge, each SFD customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, and bundled newspaper and packaging foam. This will be offered as a one-time service for each new account. This service shall only include Recyclable Materials, and in the event that the Service Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be counted as one of the SFD Service Recipient's free annual Large Item Collections as set forth in Section 10.10.

10.08.5 Recycling - Changes to Services. Should changes in Applicable Law arise that necessitate any additions or deletions to the services described in this Section 10.08, including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 30.01.1 before undertaking any changes or revisions to such services.

10.09 SFD Organic Waste Collection Service. This service is governed by the following terms and conditions:

10.09.1 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing. If the organics processing facility accepts bagged organic waste (where bags are biodegradable or otherwise), then Contractor is obligated to accept bagged Organic Waste.

10.09.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Transfer Station, that has been listed in Exhibit 9 and agreed upon by the City. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement. City has the right to designate Organic Waste Processing Facility.

10.09.3 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb for Collection during the three-week period beginning December 26<sup>th</sup> each year during the term of this Agreement. Contractor must deliver the Collected Holiday Trees to an appropriate Organic Waste Processing Facility for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service Recipient. Contractor is not required to divert Holiday Trees with tinsel, flocking or ornaments.

1421                   10.09.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service  
1422 Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore,  
1423 Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid  
1424 Waste or Recyclable Materials. Contractor will address contamination in accordance with Section 5.07.

1425                   10.09.5 Manure Collection Service. Contractor shall Collect all Manure placed in an  
1426 Organic Waste Container at least once per week, or more often if arranged between Service Recipient and  
1427 Contractor. Service Recipients may be instructed not to fill the Containers above a specified line or weight,  
1428 so as not to damage the Containers or Collection Vehicle, and City shall resolve any disputes regarding the  
1429 maximum weight that may be accommodated in such Containers. All Manure collected shall be diverted  
1430 from landfilling through composting or other means and may not be collected or commingled with Garbage.

1431                   10.09.5.1       Manure Cart Collection. Contractor shall provide Manure  
1432 Collection Service to any SFD Service Recipients that require and request a Cart for Manure Collection  
1433 Service at no additional charge to the Service Recipient.

1434                   10.09.5.2       Manure Bin Collection. Contractor shall provide Manure Collection  
1435 Service to any SFD Service Recipients that require and request a Bin for Manure Collection Service at no  
1436 additional charge to the Service Recipient.

1437                   10.09.6 Home Compost Bins. Contractor shall store, promote, and distribute a maximum  
1438 of 500 Home Compost Bins per Calendar Year to be used by Service Recipients to compost Organic Waste.  
1439 Contractor is responsible for purchase of Home Compost Bins delivered to Contractor's place of storage.

1440               10.10   SFD Large Item Collection Service. This service is governed by the following terms and  
1441 conditions:

1442                   10.10.1 Conditions of Service. Contractor must provide Large Item Collection Service to all  
1443 SFD Service Units in the Service Area whose Large Items have been placed within three (3) feet of the  
1444 curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed  
1445 to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's  
1446 Collection crew and vehicle. Up to four (4) times per Calendar Year each Service Recipient is entitled to  
1447 receive large item disposal amounting to a combined annual maximum of the equivalent of (a) 1.5 cubic  
1448 yards of uncontainerized Solid Waste, or (b) three (3) large items, or (c) ten (10) 32-gallon bags at no  
1449 additional cost and expense. For subsequent collection in any Calendar Year, the Contractor shall receive  
1450 compensation from the customer at the rate for such service as set in Exhibit 1.

1451                   10.10.2 Frequency of Service. Large Item Collection Service will be provided on the next  
1452 regular Collection day if the request is received at least two (2) Work Days in advance of the next regular  
1453 Collection day. The Service Recipient may not intentionally commingle residential Large Items with other  
1454 Residential Waste.

1455                    10.10.3 Large Items Containing Freon. In the event Contractor Collects Large Items that  
1456 contain Freon, Contractor must handle such Large Items in a manner such that the Large Items are not  
1457 subject to regulation as hazardous waste under applicable State and Federal laws or regulations.

1458                    10.10.4 Maximum Reuse and Recycling. Contractor must dispose of Large Items collected  
1459 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1460                    10.10.4.1            Reuse as is (where energy efficiency is not compromised)

1461                    10.10.4.2            Disassemble for reuse or Recycling

1462                    10.10.4.3            Recycle

1463                    10.10.4.4            Disposal

1464                    10.10.5 Disposal of Large Items. Contractor may not landfill such Large Items unless the  
1465 Large Items cannot be reused or recycled.

1466                    10.10.6 City Direction of Large Items. City reserves the right to direct Contractor to take  
1467 specific types of Large Items Collected pursuant to this Section to designated sites not more than twenty  
1468 (20) miles from any City boundary for the purpose of reuse or recycling at no cost. Contractor has no  
1469 obligation to dispose of the Large Item residue remaining at the directed site or sites after scavengers and  
1470 recyclers have removed reusable or recyclable Large Items.

1471                    10.11    Sharps Collection Program. Home generated sharps, such as needles, syringes, and  
1472 lancets shall be placed in a sharps container and removed from the regular waste stream to minimize  
1473 exposure to Solid Waste workers and Recyclable Materials processors. To ensure sharps are handled in a  
1474 appropriate manner, Contractor shall provide, upon request, each SFD Service Recipient with up to one  
1475 postage-paid mail-back sharps container per year at no additional cost. Seniors shall be provided with up to  
1476 two postage-paid mail-back sharps containers per year at no additional cost. In addition, Contractor shall  
1477 promote this program in newsletters and in other forms of outreach as determined by City. Additionally,  
1478 Contractor shall provide to the City on an annual basis not less than 200 postage-paid mail-back Sharps  
1479 containers for City staff to distribute at special events.

1480                    10.12    Extended Producer Responsibility Diversion Program. Contractor shall provide a minimum  
1481 of two City-wide textile, carpet, and mattress collection drives on an annual basis. Contractor will schedule  
1482 collection events with City approval and advertise the drop-off events not less than one week prior to the  
1483 scheduled collection event, but no more than one month prior to the scheduled collection event. All textile,  
1484 carpet and mattresses Collected through this program shall be diverted from the landfill either through  
1485 donation to a local non-profit organization or through other means of Diversion.

## Article 11. MFD Service

11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD Collection Services to all MFD Units in the Service Area. The MFD Services are governed by the following terms and conditions:

11.01.1 Bundled MFD Cart Service. Except for those Service Recipients that choose to receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the Service Area whose MFD Solid Waste is properly containerized in Garbage Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Section 11.08.1; Organic Wastes are properly containerized in Organic Waste Carts, except as set forth in Section 11.09.3, where the Garbage, Recycling, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service Recipient, and including at no additional cost the equivalent volume of recycling, and one (1) 32-Gallon Organic Waste Cart per 2 cu yd of weekly Garbage service as part of the base bundled MFD Collection Service. MFD Service Recipients shall receive additional Recycling Carts and additional Organic Waste Carts to be included at no additional cost, if requested. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with the Contractor. Additional services may be requested by the MFD Service Recipient. To be considered for an exemption from MFD Recycling Service or MFD Organic Waste Collection Service, Service Recipient must apply for exemption to the City. All such exemption applications must be reported in the Waste Reporting System and approved by the City. Pricing for downsizing Carts, or additional Carts, relative to the base Bundled Service are included in Exhibit 1.

11.01.3 In-Ground Container Collection. Contractor shall continue to provide weekly Solid Waste Collection Service to MFD Service Recipients with in-ground Containers ("In-Ground Service"). Contractor shall remove such Containers from their in-ground housing, bring them to the Collection Vehicle for dumping, and return them to the in-ground housing, covered. Contractor shall not be obligated to provide Service Recipients In-Ground Service with Organic Waste Collection as set forth in Section 11.09. Contractor is not obligated to restart In-Ground Service after Bundled MFD Cart Service is started. Maximum Service Rates for Service Recipients receiving Collection Service with in-ground Containers are set forth in Exhibit 1.

11.01.4 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor must provide Collection of MFD Garbage, Recycling, and Organic Waste on the MFD Service Recipients premises to an MFD Service Unit as follows.

11.01.4.1 At no additional cost to the MFD Service Unit. MFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recycling or Organic Waste Cart at the curb for Collection, and if a request for on-premises service has been made. Contractor shall have the right to verify eligibility. In the event of a dispute between Contractor and Service Recipient, City shall have the right to make final determination.

11.01.4.2 At an additional cost to the MFD Service Unit.

A. MFD Service Units where topography, steep driveways, below grade dwellings, or limited access to public streets that prevents the MFD Service Recipient from setting their Garbage, Recycling or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the Contractor, and if a request for on-premises service has been made.

B. MFD Service Units inaccessible by standard 3 or 4 axel Collection Vehicles as determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

C. Contractor must offer "push services" to MFD Service Recipients other than those listed above on a subscription basis upon request for the Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location.

11.01.4.3 Contractor must provide on-premises Collection Service on the same Work Day that curbside Collection would otherwise be provided to the MFD Service Unit.

11.02 Frequency and Scheduling of Service. This service must be provided as deemed necessary and determined between Contractor and the MFD Service Unit, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Unit and Contractor as long as the minimum frequency requirement is met. The size of the container and the frequency (above the minimum) of Collection will be determined between the MFD Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be placed outside the Collection Container. Contractor must provide containers as part of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

11.03 Manner of Collection. The Contractor must provide Collection Service with as little disturbance as possible and must leave any Garbage, Recycling or Organic Waste Cart in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes. Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on

private property and may not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

11.04 New Carts and Kitchen Food Waste Pails. At the start of this Agreement, Contractor must supply new Carts and Kitchen Food Waste Pails that comply with Collection Container specifications in Exhibit 4. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in accordance with Section 6.07.

11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts by unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor must maintain records documenting all Cart replacements occurring and report through the Waste Reporting System monthly.

11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under this Agreement.

11.05.3 Contractor understands and agrees that this provision is intended to be applied on a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the term of the contract.

11.05.4 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible for the repair of Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5) Work Days. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the term of this Agreement for moving to a larger Cart size. Each MFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for moving to a smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those

1598 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in  
1599 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this  
1600 Agreement.

1601 11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service  
1602 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,  
1603 Contractor shall deliver such Carts to such Service Recipient within five (5) Work Days, at the rate set forth  
1604 in Exhibit 1.

1605 11.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1606 11.06 Cleaning of Collection Containers. Once each Calendar Year, if requested by the MFD,  
1607 Contractor must clean all Collection Containers at the MFD's premises or must replace the dirty Collection  
1608 Containers with clean Collection Containers. Any Collection Container cleanings must be done in such a  
1609 manner that results in no water entering the City's storm drain system. This service must be provided at no  
1610 charge to the Service Recipient, so long as the service is not requested more than once per Calendar Year.  
1611 In addition, regardless of whether or not this cleaning is requested by the Service Recipient, Contractor will  
1612 ensure that all Collection Containers are cleaned on an as-needed basis so as to maintain a clean  
1613 appearance and proper function. Additional cleanings beyond once each Calendar Year will be subject to  
1614 the Service Rate set forth in Exhibit 1.

1615 11.07 MFD Garbage Collection Service. This service is governed by the following terms and  
1616 conditions:

1617 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed  
1618 in a Garbage Cart. In the event of non-collection, Contractor will follow the steps set forth in Section 5.10.

1619 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of  
1620 performing Collection Services must be transported to, and disposed of, at the Disposal Facilities listed in  
1621 Exhibit 9. In the event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose  
1622 of the Garbage at another legally permitted Disposal Facility. Failure to comply with this provision will result  
1623 in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this  
1624 Agreement.

1625 11.08 MFD Recycling Service. This service is governed by the following terms and conditions:

1626 11.08.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart shall be  
1627 collected as a Large Item subject to sections 10.10.1 and 10.10.2. City may direct the Contractor to deliver  
1628 additional recycling carts if excessive collections are determined at a specific Service Recipient.

1629 11.08.2 Recycling - Improper Procedure. The Contractor is not required to Collect  
1630 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste  
1631 or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are  
1632 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,  
1633 Contractor must follow the steps set forth in Section 5.07.

11.08.3 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable Materials collected as a result of performing recycling services must be delivered to the Materials Recovery Facility listed in Exhibit 9. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement. All expenses related to materials processing and marketing will be the sole responsibility of Contractor. City has the right to designate Materials Recovery Facility.

11.08.4 Move In/Out Collection Service. Within three (3) months of opening a new account, at no additional charge, each MFD customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, and bundled newspaper and packaging foam. This will be offered as a one-time service for each new account. This service shall only include Recyclable Materials, and in the event that the Service Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be counted as one of the MFD Service Recipient's free annual Large Item Collections as set forth in Section 11.10.

11.08.5 Recycling - Changes to Services. Should changes in Applicable Law arise that necessitate any additions or deletions to the services described in this Section 11.08, including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 30.01.1 before undertaking any changes or revisions to such services.

11.09 MFD Organic Waste Collection Service. This service is governed by the following terms and conditions:

11.09.1 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing. If the organics processing facility accepts bagged organic waste (where bags are biodegradable or otherwise), then Contractor is obligated to accept bagged Organic Waste.

11.09.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Transfer Station, that has been listed in Exhibit 9 and agreed upon by the City. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement. City has the right to designate Organic Waste Processing Facility.

11.09.3 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb for Collection during the three-week period beginning December 26<sup>th</sup> each year during the term of this Agreement. Contractor must deliver the Collected Holiday Trees to an appropriate Organic Waste



Processing Facility for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service Recipient. Contractor is not required to divert Holiday Trees with tinsel, flocking or ornaments.

11.09.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance with Section 5.07.

11.09.5 Manure Collection Service. Contractor shall Collect all Manure placed in an Organic Waste Container at least once per week, or more often if arranged between Service Recipient and Contractor. Service Recipients may be instructed not to fill the Containers above a specified line or weight, so as not to damage the Containers or Collection Vehicle, and City shall resolve any disputes regarding the maximum weight that may be accommodated in such Containers. All Manure collected shall be diverted from landfilling through composting or other means and may not be collected or commingled with Garbage.

11.09.5.1 Manure Cart Collection. Contractor shall provide Manure Collection Service to any MFD Service Recipients that require and request a Cart for Manure Collection Service at no additional charge to the Service Recipient.

11.09.5.2 Manure Bin Collection. Contractor shall provide Manure Collection Service to any MFD Service Recipients that require and request a Bin for Manure Collection Service at no additional charge to the Service Recipient.

11.09.6 Home Compost Bins. Contractor shall store, promote, and distribute a maximum of 500 Home Compost Bins per Calendar Year to be used by Service Recipients to compost Organic Waste. Contractor is responsible for purchase of Home Compost Bins delivered to Contractor's place of storage.

11.10 MFD Large Item Collection Service. This service is governed by the following terms and conditions:

11.10.1 Conditions of Service. Contractor must provide Large Item Collection Service to all MFD Service Units in the Service Area whose Large Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle. Up to four (4) times per Calendar Year each Service Recipient is entitled to receive large item disposal amounting to a combined annual maximum of the equivalent of (a) 1.5 cubic yards of uncontainerized Solid Waste, or (b) three (3) large items, or (c) ten (10) 32-gallon bags at no additional cost and expense. For subsequent collection in any Calendar Year, the Contractor shall receive compensation from the customer at the rate for such service as set in Exhibit 1.

11.10.2 Frequency of Service. Large Item Collection Service will be provided on the next regular Collection day if the request is received at least two (2) Work Days in advance of the next regular

1707 Collection day. The Service Recipient may not intentionally commingle residential Large Items with other  
1708 Residential Waste.

1709 11.10.3 Large Items Containing Freon. In the event Contractor Collects Large Items that  
1710 contain Freon, Contractor must handle such Large Items in a manner such that the Large Items are not  
1711 subject to regulation as hazardous waste under applicable State and Federal laws or regulations.

1712 11.10.4 Maximum Reuse and Recycling. Contractor must dispose of Large Items collected  
1713 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1714 11.10.4.1 Reuse as is (where energy efficiency is not compromised)

1715 11.10.4.2 Disassemble for reuse or Recycling

1716 11.10.4.3 Recycle

1717 11.10.4.4 Disposal

1718 11.10.5 Disposal of Large Items. Contractor may not landfill such Large Items unless the  
1719 Large Items cannot be reused or recycled.

1720 11.10.6 City Direction of Large Items. City reserves the right to direct Contractor to take  
1721 specific types of Large Items Collected pursuant to this Section to designated sites not more than twenty  
1722 (20) miles from any City boundary for the purpose of reuse or recycling at no cost. Contractor has no  
1723 obligation to dispose of the Large Item residue remaining at the directed site or sites after scavengers and  
1724 recyclers have removed reusable or recyclable Large Items.

1725 11.11 Sharps Collection Program. Home generated sharps, such as needles, syringes, and  
1726 lancets shall be placed in a sharps container and removed from the regular waste stream to minimize  
1727 exposure to Solid Waste workers and Recyclable Materials processors. To ensure sharps are handled in  
1728 an appropriate manner, Contractor shall provide, upon request, each MFD Service Recipient with up to  
1729 one postage-paid mail-back sharps container per year at no additional cost. Seniors shall be provided  
1730 with up to two postage-paid mail-back sharps containers per year at no additional cost. In addition,  
1731 Contractor shall promote this program in newsletters and in other forms of outreach as determined by  
1732 City.  
1733

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## 1735 Article 12. Commercial Service

1736 12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide  
1737 Commercial Collection Services to all Commercial Service Units in the Service Area, including MXD Service  
1738 Units and those City Service Units listed in Exhibit 3. MFD Units serviced with Bins will abide by the  
1739 guidelines listed in this Section but are serviced as part of the Residential Collection Service. This service is  
1740 governed by the following terms and conditions:

12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection Service, Commercial Recycling Service and Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Solid Waste, Recyclable Materials, and Organics Waste are properly containerized in Collection Containers as appropriate where the Collection Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable Materials, and Organic Waste Carts in 32, 64, and 96-gallon sizes. Contractor must offer Garbage and Recyclable Materials Bins in 1, 2, 3, 4, and 6-cubic yard sizes and 1, and 2-cubic yard sizes for Organic Waste Bins. The size of the container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size and frequency must be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need be placed outside the Collection Container. The base Commercial Collection Service will include Commercial Recycling Service as described in Section 12.04.2 below, and Commercial Organic Waste Collection Service as described in Section 12.05.5 below. All bins to be labeled with maximum weight limits. If the bins are found to be over the weight limit, the Contractor may choose to not service the bin. The service account holder must be notified within 24 hours by the Contractor identifying which bin is over the weight limit.

12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system, Contractor shall provide Garbage Bins as requested by the Commercial Service Recipient, and including at no additional cost the equivalent volume of recycling, and one (1) 32-Gallon Organic Waste Cart per 2 cu yd of weekly garbage service as part of the base bundled Commercial Collection Service. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with the Contractor. Additional services may be requested by the Commercial Service Recipient. To be exempted from Commercial Recycling Service or Commercial Organic Waste Collection Service, Service Recipient must apply for exemption to the City. All such exemption applications must be reported in the Waste Reporting System and approved by the City.

12.01.3 Hours of Collection. Commercial Collection Service must be provided as set forth in Section 15.44.600 of the Municipal Code, commencing no earlier than 5:00 a.m., and terminating no later than 7:00 p.m., Monday through Saturday, except for Holidays. If the Commercial Collection Service is adjacent to Residential Premises, then collection service will be provided no earlier than 7:00 a.m. Monday through Friday and 8:00am on Saturday. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement Administrator.

12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial Collection Services for the Service Rate set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location. Stinger/scout truck

services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service with as little disturbance as possible and must leave any Collection Container at the same point it originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

12.02 New Containers. At the start of this Agreement, Contractor must supply new Carts and newly painted Bins and Roll-off Containers in good condition that comply with Collection Container specifications in Exhibit 4. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contractor will be eligible for additional compensation in accordance with Section 30.01.1.

12.02.1 Purchase and Distribution of Collection Containers for New Commercial Service Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 4 to new Commercial and MFD/MXD Service Units that are added to Contractor's Service Area during the term of this Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5) Work Days of receipt of the request for service.

12.02.2 Replacement of Collection Containers. Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

12.02.2.1 Each Commercial Service Unit is entitled to the replacement of one (1) lost, destroyed, or stolen Garbage, Recycling, and Organic Collection Container during the initial term of this Agreement at no cost to the Service Unit. Accordingly, Contractor will be compensated for the cost of those replacements in excess of one (1) Garbage, Recycling, and Organic Collection Container per Commercial Service Unit during the initial term of the Agreement, in accordance with the "Collection Container Exchange" Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection Container to such Service Unit within five (5) Work Days.

12.02.3 Repair of Collection Containers. Contractor is responsible for repair of Collection Containers. Within five (5) Work Days of notification by City or a Service Recipient of the need for such repairs, Contractor must repair/repaint the Collection Container or if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

12.02.4 Collection Container Exchange. Upon notification to Contractor by City or a Service Recipient that a change in their Collection Containers is required, Contractor must deliver such Collection Containers to such Service Recipient within five (5) Work Days. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange per Calendar Year during the term of this Agreement. Contractor is allowed to charge the Service Unit for the cost of those exchanges in excess of one (1)

Collection Container exchange per Calendar Year, in accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may be adjusted by City under this Agreement. Additional Collection Containers or different size Collection Containers are subject to the applicable Service Rate set forth in Exhibit 1.

12.02.5 Ownership of Collection Containers. Ownership of Collection Containers distributed by Contractor is vested in Contractor.

12.02.6 Cleaning of Collection Containers. Once each Calendar Year, if requested by the Commercial Service Unit, Contractor must clean all Collection Containers at the Commercial Service Unit's premises or must replace the dirty Collection Containers with clean Collection Containers. Any Collection Container cleanings must be done in such a manner that results in no water entering the City's storm drain system. This service must be provided at no charge to the Service Unit, so long as the service is not requested more than once per Calendar Year. In addition, regardless of whether or not this cleaning is requested by the Service Unit, Contractor will ensure that all Collection Containers are cleaned on an as-needed basis so as to maintain a clean appearance and proper function. Additional cleanings beyond once each Calendar Year will be subject to the Service Rate set forth in Exhibit 1.

12.03 Commercial Garbage Collection Service.

12.03.1 Conditions of Service. Contractor must provide Commercial Garbage Collection Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in Garbage Collection Containers, where the Garbage Collection Containers are accessible.

12.03.2 Size and Frequency of Service. This service must be provided as deemed necessary and determined between Contractor and the Commercial Service Unit, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Unit and Contractor as long as the minimum frequency requirement is met. The size of the container and the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be placed outside the Collection Container. Contractor must provide containers as part of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

12.03.3 Non-Collection. Contractor is not required to Collect any Commercial Solid Waste that is not placed in a Garbage Collection Container unless such Commercial Solid Waste is outside the Garbage Collection Container because of overflow. In the event of non-collection or overflow, Contractor must follow the steps as set forth in Section 5.13.

12.03.4 Disposal Facility. All Solid Waste collected as a result of performing Commercial Solid Waste Collection Services must be transported to, and disposed of, at the Disposal Facility. In the

event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose of Solid Waste at another legally permitted disposal facility. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement. City has the right to designate Disposal Facility and agrees to adjust Maximum Service Rates to reflect City's exercise of flow control rights.

12.04 Commercial Recycling Service. This service is governed by the following terms and conditions:

12.04.1 Conditions of Service. Contractor must provide Commercial Recycling Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in Recycling Collection Containers except as set forth below, where the Recycling Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial Recycling Services are set forth in Exhibit 1.

12.04.2 Base Commercial Recycling Service. All Commercial Service Recipients subscribing to Commercial Solid Waste Collection Service must receive weekly collection of Recycling Materials with a minimum of at least one 96-gallon Recycling Cart per Service Recipient and included in the Bundled Rate set forth in Exhibit 1. The actual configuration of Recycling Collection Container sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor.

12.04.3 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection Container at the option of the Service Recipient. The size of the Collection Container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and Contractor. However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed outside the Collection Container. Contractor may charge for Commercial Recycling Services above the weekly trash volume equivalent and must provide Recycling Collection Containers as a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be owned and supplied by Contractor.

12.04.4 Recycling - Improper Procedure. Contractor is not required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial Solid Waste and Organic Waste. Furthermore, Contractor is not required to collect Recyclable Materials that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination, Contractor must follow the steps as set forth in Section 5.07.

12.04.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services must be delivered to the Materials Recovery Facility listed in Exhibit 9. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement. All expenses related to materials processing and marketing will be the sole responsibility of Contractor. City has the right to designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect City's exercise of flow control rights.

12.04.6 Recycling - Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid in accordance with Section 30.01.1 before undertaking any changes or revisions to such work.

12.04.7 Compliance with AB 341 & SB 1383. Contractor will develop and maintain its Commercial Recycling Service in a manner designed to assist City and the Service Recipients to achieve and maintain compliance with AB 341 and SB 1383. Contractor will notify Commercial Service Recipients of the requirements to comply with the laws in November 2023, and not less than annually thereafter. Contractor must provide the necessary volume of Collection Service to Commercial Service Units in order to be in full compliance with the law. In conjunction with the City's ordinance supporting full compliance with AB 341 and SB 1383 by Commercial Service Units (i.e., "generators"), Contractor will conduct in-person outreach to all non-participating commercial covered generators a minimum of once per calendar year. Failure to conduct such outreach will result in a penalty as specified in Exhibit 6.

12.04.8 Additional Recycling Collection containers. Contractor must provide additional Recycling Collection Containers to Commercial Service Recipients above the minimum requirements within five (5) days of request and may charge for such additional capacity set forth in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Commercial Recycling Service.

12.05 Commercial Organic Waste Collection Service. This service is governed by the following terms and conditions:

12.05.1 Conditions of Service. Contractor must provide Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly containerized in Organic Collection Containers, where the Organic Waste Collection Containers are accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the specific materials to be included the Service Recipient's Organic Waste Collection. Contractor will charge for collection of Organic Waste within the Bundled Service rate specified in Exhibit 1. For Organic Waste collected in Collection Containers beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts, and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit 1. Contractor will provide a sufficient number of Collection Containers and at a collection frequency to allow for any such Service Unit to utilize the collection of Organic

Waste. Commercial Organic Waste Collection will occur Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste Collection.

12.05.2 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing. If the organics processing facility accepts bagged organic waste, then Contractor is obligated to accept bagged Organic Waste.

12.05.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer station listed in Exhibit 9. Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor. City has the right to designate Organic Waste Processing Facility and agrees to adjust Maximum Service Rates to reflect City's exercise of flow control rights.

12.05.4 Organic Waste Collection Frequency. Contractor must comply with CalRecycle collection frequency requirements as they may apply during the term of this Agreement. If any such changes to collection frequency are adopted after Effective Date that result in Contractor being allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to reduce its collection costs as a result in a change in Garbage or Organic Waste collection frequency, Contractor must provide City with its estimate of reduced its costs and shall make adjustments to the Maximum Service Rates.

12.05.5 Base Commercial Organic Waste Service. All Commercial Service Recipients subscribing to Commercial Garbage Collection Service must receive weekly collection of the equivalent volume of at least one (1) 32-gallon Organic Waste Cart per Service Recipient included in the Bundled Service rate. The actual configuration of Organic Waste Collection Container sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service greater than the base 32-gallon Organic Waste Cart.

12.05.6 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the container and the frequency (above the minimum) of Collection will be determined between the customer and Contractor. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely



1969 responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's  
1970 equipment. All other Collection Containers used by Service Recipients must be owned and supplied by  
1971 Contractor.

1972 12.05.7 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic  
1973 Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable  
1974 Materials. Furthermore, Contractor is not required to collect Organic Waste that is contaminated through  
1975 commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow  
1976 the steps set forth in Section 5.07.

1977 12.05.8 Organic Waste - Changes to Services. Should changes in law arise that  
1978 necessitate any additions or deletions to the services described in this Section including the type of items  
1979 included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into an  
1980 Agreement amendment covering such modifications to the services to be performed and the compensation  
1981 to be paid in accordance with Section 30.01.1 before undertaking any changes or revisions to such services.

1982 12.05.9 Compliance with AB 1826 & SB 1383. Contractor will develop and maintain its  
1983 Commercial Organic Waste Collection Service in a manner designed to assist City and Service Recipients  
1984 to achieve and maintain compliance with AB 1826 and SB 1383. Contractor will notify non-exempt covered  
1985 businesses of the requirements to comply with the law in November 2023, and no less than annually  
1986 thereafter. Contractor will offer to provide the volume of collection service that covered businesses require  
1987 to be in compliance with the law. In conjunction with the City's ordinance supporting full compliance with  
1988 AB 341, SB 1383 and AB 827 by Commercial Service Units (i.e., "generators"), Contractor will conduct in-  
1989 person outreach to all non-participating non-exempt commercial covered generators as specified in Section  
1990 20.02. Failure to conduct such outreach will result in a penalty as specified in Exhibit 6.

1991 12.05.10 Additional Organic Waste Collection Containers. Contractor must provide  
1992 additional Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided  
1993 that additional Collection Containers are used by Service Recipients for the purposes of setting out  
1994 additional Organic Waste materials for regular weekly Organic Waste Collection Service.

1995 12.05.11 Manure Collection Service. Contractor shall Collect all Manure placed in  
1996 an Organic Waste Container at least once per week, or more often if arranged between Service Recipient  
1997 and Contractor. Service Recipients may be instructed not to fill the Containers above a specified line or  
1998 weight, so as not to damage the Containers or Collection Vehicle, and City shall resolve any disputes  
1999 regarding the maximum weight that may be accommodated in such Containers. All Manure collected shall  
2000 be diverted from landfilling through composting or other means and may not be collected or commingled  
2001 with Garbage.

2002 12.05.11.1 Manure Cart Collection. Contractor shall provide Manure  
2003 Collection Service to Commercial Customers that utilize Cart service for Manure Collection Service may be  
2004 charged no more than the Maximum Service Rates as set forth in Exhibit 1.

12.05.11.2 Manure Bin Collection. Contractor shall provide Manure Collection Service to Commercial Customers that utilize Bin service for Manure Collection Service may be charged no more than the Maximum Service Rates as set forth in Exhibit 1.

## Article 13. Mixed Use Dwelling Service (MXD)

- 13.01 MXD Collection Service. As in Section 12.01.
- 13.02 MXD Solid Waste Collection Service. As in Section 12.03.
- 13.03 MXD Recycling Service. As in Section 12.04.
- 13.04 MXD Move In/Out Collection Service. As in Section 10.08.4.
- 13.05 MXD Organic Waste Collection Service. As in Section 12.05.
- 13.06 MXD Large Item Collection Services. As in Section 10.10; Contractor may charge Service Recipients for Bulky Waste Collections subject to the Maximum Service Rate in Exhibit 1.

## Article 14. City Services

14.01 City Collection Conditions of Service. City Collection Services shall be governed by the following terms and conditions:

14.01.1 City Collection Services. Contractor shall provide Garbage, Recycling, and Organic Waste Collection Services to all City Service Units set forth in Exhibit 3, or as City may designate in the future (and where applicable, subject to the conditions in this Section), where the Containers are not blocked and are accessible by Contractor's Collection Vehicles.

14.01.2 Contractor's Good Will. In exchange for the good will of the City and the general public, Contractor voluntarily agrees to provide Collection Services under this Article at no cost to the City excepting excess service as provided in this Article, and warrants that such service shall neither impact the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

14.01.3 Contractor shall receive written permission from the City before placing any Collection Containers on City owned property for service, except that no such permission shall be needed to place Collection Containers at locations specified for such Containers in Exhibit 3.

14.01.4 Contractor shall limit the number of trips and the path of travel for Collection Vehicles in City parking lots.

14.01.5 Container Service. City Facilities shall be provided Collection Services generally subject to the same terms and conditions as similar Service Units with regard to Container specifications, repair, replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such services.

2036 14.01.6 Frequency of Service. The frequency of collection may be designated by the City,  
2037 but not to exceed six (6) times per week per container. City may change the City Service Units receiving  
2038 service, and the container volume and Collection frequency provided to any City Service Unit, by written  
2039 notice to Contractor.

2040 14.02 City Clean-Up Services.

2041 14.02.1 City's Enforcement Clean-Up Services. Within one (1) Work Day of a request from  
2042 the Agreement Administrator, Contractor shall provide Roll-off Containers to support City's Enforcement  
2043 Clean-Up Services in the Service Area. City shall be responsible for loading or arranging for loading of each  
2044 Roll-off Container. Contractor shall collect, transport and deliver City Code Enforcement Clean-Up Services  
2045 Garbage, Recyclable Material, and Organic Waste to a Disposal Facility, the Materials Recovery Facility,  
2046 or Organics Processing Facility, as appropriate given the characteristics of the load. Contractor shall deliver,  
2047 and collect, transport and process the City's Enforcement Clean-Up Services waste from up to sixty (60)  
2048 Roll-off Containers each Agreement Year at no charge to the City. Contractor shall be entitled to charge  
2049 the City for collected materials exceeding sixty (60) collections per Agreement Year in accordance with the  
2050 Service Recipient Rates as set forth in Exhibit 1.

2051 14.02.2 Abandoned Waste/Illegal Dumping Reporting. When conducting service within the  
2052 City, Contractor shall direct its Collection Vehicle drivers to report to Contractor sightings of illegal dumping  
2053 of Waste by recording: (i) the addresses of any Service Area where Garbage, Recyclable Material, and/or  
2054 Organics Waste is accumulating; and (ii) the address, or other location description at which Garbage,  
2055 Recyclable Material, and/or Organics Waste has been dumped. Contractor shall report to the City sightings  
2056 and the recorded address within three (3) Work Days.

2057 14.02.3 Abandoned Waste/Illegal Dumping Clean-up. At City's direction, Contractor shall  
2058 collect, transport and process dumped items based on high volume sites throughout City and specific  
2059 customer complaints, at no additional charge to City. At all times possible, Contractor will manage requests  
2060 through the City's Resident Service Center (RSC) system or any other reporting system utilized.

2061 14.03 City-Sponsored Events Service. Upon request by the City, Contractor shall provide  
2062 Containers and Collection Services at City-Sponsored Events upon request, including but not limited to those  
2063 specified in Exhibit 2, at no cost to the City.

2064 14.04 Large Item Collection Service. Contractor shall collect Large Items, including E-Waste and  
2065 Universal Waste, from City Services Units as listed on Exhibit 3 on an on-call basis on the same terms and  
2066 conditions as are provided to SFD Service Units per Section 10.10 at rates specified in Exhibit 1.

2067 **Article 15. Additional Services**

2068 15.01 Large Item Drop-off. Service Recipients may drop-off household Bulky Items, generated at  
2069 their own Residential Premises, excluding Construction and Demolition Debris, at the Contractor's  
2070 designated site within the City between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday and  
2071 between 8:00a.m. and 12:00 p.m., one Saturday per month. Contractor shall not charge Service Recipients

for accepting, processing, or Disposing of Bulky Items so delivered. Contractor shall handle all Organic Waste, Recyclable Materials, and electronic waste so deposited at its facility in accordance with all Applicable Laws and regulations. Proof of service address and identification will be required to utilize this service.

15.02 Neighborhood Clean-Up Events. Contractor shall provide Collection Services at Neighborhood Clean-Up Events at a maximum of twelve (12) per year upon request by City. Each event shall occur on a Saturday between the hours of 8:00 a.m. and 12:00 p.m. at a location selected by the City and shall be limited to SFD, MFD, and MXD Service Recipients within the City. Contractor shall provide a maximum of three (3) 40-yard Roll-off Containers per event. The Agreement Administrator shall notify Contractor in writing or e-mail not less than eight (8) weeks prior to the date of the Neighborhood Clean-Up Event. The services shall be provided in a manner that meets all needs of the Neighborhood Clean-Up Event. The events must not occur during the week prior, the week of, or the week after a Holiday. The events shall be conducted by Contractor at no cost of any kind to the City. Contractor shall provide staffing to support City management at all times during the Clean-Up Days Events.

15.02.1 Contractor shall prepare and distribute to SFD, MFD, and MXD Residential Service Recipients Neighborhood Clean-Up Event notices no later than six (6) weeks prior to each event. At a minimum, the dates and hours of operation, locations of the collection sites, and acceptable materials for collection shall be included in the notices. Contractor may separately mail electronically transmit the notices or provide the notices as billing inserts to each SFD, MFD, and MXD Residential Service Recipient. Contractor shall provide Spanish-translated notices upon request by the City. The costs of production, printing, mailing and all associated costs for the notices shall be borne by Contractor. Contractor shall also provide their information in digital format to the City.

15.03 Mulch or Compost Delivery. At no cost to the City, Contractor must assist City in arranging for produced compost/mulch, or other recovered organic waste products to comply with SB 1383 procurement requirements to be delivered in qualities, quantities, locations and times agreed on between City and Contractor. Such Contractor assistance can be in the form of backhauling materials or setting aside locations for Service Recipients to pick up produced compost/mulch at an approved facility. Contractor agrees to provide up to 7,700 cubic yards of compost or mulch to the City annually.

15.04 Edible Food Recovery Support. At no cost to the City, Contractor must provide support to the City's Edible Food Recovery program as required under SB 1383. Contractor support may include educating commercial edible food generators, providing records of site visits, conducting education efforts, providing lists of food recovery organizations, and coordinating with Agreement Administrator.

15.05 Free Paper Shredding Events. Up to four (4) times per year, at no additional cost to City or its residents, Contractor will conduct a free paper shredding event at a location as determined by the City. At each event, all City residents will be permitted to deliver an unlimited amount of paper for shredding free of charge by Contractor. Contractor must arrange for all shredded paper generated by each event to be processed in such a manner so as to ensure the diversion of this material from landfilling.

2109

## Article 16. Collection Routes

2110            16.01    Service Routes. Contractor must provide City with maps and digital mapping data precisely  
2111 defining Collection routes, together with the days and the times at which Collection will regularly commence.

2112            16.02    Initial Route Changes. Contractor agrees not to change any Residential Collection Services  
2113 routes in effect as of the Effective Date of this Agreement prior to July 1, 2024, with the exception of limited  
2114 route changes that may be necessary for new development, and subject to review and approval by the City.  
2115 After July 1, 2024, if any re-routing of Residential Collection services is necessary for collection efficiency,  
2116 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than  
2117 sixty (60) calendar days prior to the proposed date of implementation. Any such initial routing change may  
2118 not affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and  
2119 approval.

2120            16.03    Future Service Route Changes. Contractor must submit to City, in writing, any proposed  
2121 route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of  
2122 implementation. Contractor may not implement any route changes without the prior review of the Agreement  
2123 Administrator. If the change will change the Collection day for a Service Recipient, Contractor must notify  
2124 those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date  
2125 of implementation.

2126            16.04    Collection Route Audits. City reserves the right to conduct audits of Contractor's Collection  
2127 routes. Contractor must cooperate with City in connection therewith, including permitting City employees or  
2128 agents, designated by the Agreement Administrator, to ride in the Collection Vehicles to conduct the audits.  
2129 Contractor has no responsibility or liability for the salary, wages, benefits or worker compensation claims of  
2130 any person designated by the Agreement Administrator to conduct such audits.

## 2131            Article 17. Minimum Performance and Diversion Standards

2132            17.01    Agreement Extension. In order to receive the Agreement term extension, offer set forth in  
2133 Section 2.02 of this Agreement, Contractor must meet or exceed the following annual minimum performance  
2134 and diversion standards in each Calendar Year beginning January 2024, unless otherwise approved by City  
2135 Council.

2136                            17.01.1 Performance Standards. Assessment of penalties and charges, as set forth in  
2137 Exhibit 6 of this Agreement, totaling less than \$50,001 in any one (1) Calendar Year.

2138                            17.01.2 Minimum Diversion Standards. Contractor must meet the requirements set forth in  
2139 Article 8.

2140                            17.01.3 No Current Default. Contractor is not currently in default of the Agreement.

2141            17.02    Billing Audit and Performance Reviews.

2142 17.02.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is  
2143 to determine that the amount which the Contractor is billing each Customer is correct with regard to the  
2144 level of service (i.e., frequency of collection, size of container, location of container) at the rates approved  
2145 by City Council resolution. The Contractor shall review Customer accounts not less than annually and  
2146 provide a written certification to the City that all such billing is correct. The documentation of the review, as  
2147 well as verification that any errors have been corrected should be provided to the City annually.

2148 17.02.2 Selection and Cost. City may conduct billing audit and performance reviews  
2149 (together, "reviews") of Contractor's performance during the term of this Agreement, as provided herein.  
2150 The reviews will be performed by the City or a qualified firm under contract to City. City will have the final  
2151 responsibility for the selection of the firm. City may conduct reviews at any time during the term of the  
2152 Agreement. City and Contractor agree to each pay fifty-percent (50%) of the cost of the audits and  
2153 performance reviews provided for under Section 17.02.

2154 17.02.2.1 Full Reviews During Initial Term. City may conduct two (2) full  
2155 reviews with costs apportioned as stated in Section 17.02.2 during the Initial Term of this Agreement. The  
2156 purpose of these full reviews will be as described in Section 17.02.3 below.

2157 17.02.2.2 Full Review During Extension Period. In the event that Contractor  
2158 is granted an extension to the term of this Agreement as described in Section 2.02, City may conduct one  
2159 (1) additional full review during each of the five (5) year extension periods. The purpose of this full review  
2160 is described in Section 17.02.3. For each of these full review costs will be apportioned as stated in Section  
2161 17.02.2.

2162 17.02.3 Purpose. The reviews will be designed to verify that customer billing rates have  
2163 been properly calculated and they correspond to the level of service received by the customer, verify that  
2164 Contractor is correctly billing for all services provided, Franchise Fees and other fees required under this  
2165 Agreement have been properly calculated and paid to City, verify Contractor's compliance with the reporting  
2166 requirements and performance standards of this Agreement, verify the diversion percentages reported by  
2167 Contractor, and verify any other provisions of the Agreement. City (or its designated consultant) may utilize  
2168 a variety of methods in the execution of this review, including, but not limited to, analysis of relevant  
2169 documents, on-site and field observations, and interviews. City (or its designated consultant) will review  
2170 and document the items in the Agreement that require Contractor to meet specific performance standards,  
2171 submit information or reports, perform additional services, or document operating procedures, that can be  
2172 objectively evaluated. This information will be documented and be formatted in a "compliance checklist"  
2173 with supporting documentation and findings tracked for each of the identified items. The review will  
2174 specifically include a determination of Contractor's compliance with the diversion requirements of Article 8,  
2175 and the public outreach and education requirements of Article 20. City (or its designated consultant) may  
2176 review the customer service functions and structure utilized by Contractor. This may include Contractor's  
2177 protocol for addressing customer complaints and service interruption procedures. Complaint logs may be  
2178 reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field  
2179 observations by City (or its designated consultant) may include, but are not necessarily limited to:

2180 17.02.3.1 Interviews and discussions with Contractor's administration and  
2181 management personnel;

2182 17.02.3.2 Review and observation of Contractor's customer service functions  
2183 and structure;

2184 17.02.3.3 Review of public education and outreach materials;

2185 17.02.3.4 Interviews and discussions with Contractor's financial and accounting  
2186 personnel;

2187 17.02.3.5 Interviews with route dispatchers, field supervisors and managers;

2188 17.02.3.6 Interviews with route drivers;

2189 17.02.3.7 Interviews with vehicle maintenance staff and observation of  
2190 maintenance practices; and

2191 17.02.3.8 Review of on-route Collection Services, including observation of driver  
2192 performance and collection productivity and visual inspection of  
2193 residential routes before and after collection to evaluate cart  
2194 placement and cleanliness of streets.

2195 17.02.4 Contractor's Cooperation. Contractor shall cooperate fully with the review and  
2196 provide all requested data, including operational data, financial data of the type described in Section  
2197 17.01.1, and other data reasonably requested by City within fifteen (15) Work Days of the request.

2198 17.02.5 Additional Billing Audit and Performance Review. In the event that the Billing Audit  
2199 and Performance Review concludes that Contractor is not in compliance with all terms and conditions of  
2200 this Agreement and such non-compliance is material, Contractor is subject to administrative fees and  
2201 penalties as described in Exhibit 6 as well as reimbursement to the City for the full cost of the audit plus  
2202 any underpayments discovered during the Audit. Additionally, City may conduct an Additional Billing Audit  
2203 and Performance Review beyond the two (2) specified in Section 17.02.2, to ensure that Contractor has  
2204 cured any such area of non-compliance. Contractor will be responsible for the cost of any such Additional  
2205 Billing Audit and Performance Review for a maximum cost of One-hundred Twenty Thousand Dollars  
2206 (\$120,000) (starting on July 1, 2024 and each January 1<sup>st</sup> thereafter, with the maximum cost for the review  
2207 adjusted annually by the change in the CPI). For the purposes of a determination of non-compliance under  
2208 this Agreement, Audit findings which result in underpayments of \$100,000 or more shall be deemed  
2209 material.

2210 17.02.6 City Requested Program Review. City reserves the right to require Contractor to  
2211 periodically conduct reviews of the Garbage, Recycling, and Organic Waste Collection Service programs,  
2212 provided that such reviews are reasonable and can be accomplished at no additional cost to Contractor  
2213 and without interfering with Contractor's operations. Such reviews could assess one or more of the following  
2214 performance indicators: average volume of Recyclable Materials per setout per customer, average volume

2215 of Organic Waste per setout per customer, participation level, contamination levels, etc. Prior to the program  
2216 evaluation review, City and Contractor will meet and discuss the purpose of the review and agree on the  
2217 method, scope, and data to be provided by Contractor.

2218 17.03 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its  
2219 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to  
2220 investigate customer participation levels and setout volumes and/or evaluate and monitor program results  
2221 related to Garbage, Recyclable Materials and Organic Waste collected in City by Contractor, provided that  
2222 such cooperation can be accomplished at no additional cost to Contractor and without interfering with  
2223 Contractor's operations.

## 2224 Article 18. Collection Equipment

2225 18.01 General Provisions. All equipment used by Contractor in the performance of services under  
2226 this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality  
2227 standards, including all applicable provisions of Air Quality Management District. Collection vehicles must  
2228 be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers  
2229 must be closed on top and on all sides with screening material to prevent collected materials from leaking,  
2230 blowing or falling from the vehicles. All trucks and containers must be watertight and must be operated so  
2231 that liquids do not spill during Collection or in transit.

2232 18.02 Large Items. Vehicles used for Collection of Large Items may not use compactor  
2233 mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other  
2234 gases from pressurized appliances.

2235 18.03 Collection Vehicles. Contractor must use new Collection Vehicles as of the  
2236 Commencement date and may not use any Collection Vehicle that is more than ten (10) years old during  
2237 the term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its  
2238 address within the City, and shall report all purchases of Collection Vehicles under this Agreement as  
2239 attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel,  
2240 which must be renewable natural gas, LNG, CNG, or electric unless otherwise authorized by the City. If  
2241 during the term of the Franchise Agreement, new technologies are available such as hybrid or electric  
2242 powered collection vehicles, the City or the Contractor may request/negotiate implementation of such new  
2243 collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional cost or  
2244 savings. During the Term, to the extent required by law, Contractor shall provide its Collection Vehicles to  
2245 be in full compliance with all Applicable Laws, including State and Federal clean air requirements that are  
2246 adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy  
2247 Duty Engine Standards as currently proposed to be contained in California Code of Regulations, title 13,  
2248 sections 2020 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air  
2249 pollution control laws.

2250 18.04 Collection Vehicle Technology. Contractor must use Collection Vehicles fitted with GPS  
2251 tracking devices that can be used to record start and stop times, vehicle locations, and maximum speed.  
2252 Contractor shall furnish to the City at no additional cost or expense any software and equipment necessary



2253 for City to track the location of Collection Vehicles in real time and to generate reports as needed. Collection  
2254 Vehicles must also be fitted with cameras that are programmed to take photos, date and location stamped,  
2255 to document violations, including contamination, overfilling, and lids not closed. GPS and camera data must  
2256 be accessible by City.

2257           18.05   Collection Vehicle Size Limitations / Overweigh Vehicle Charge. Contractor may not use  
2258 any Collection Vehicle in violation of weight limitations in Applicable Law. The Contractor may exceed the  
2259 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the  
2260 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor  
2261 must report all instances of overweight vehicles to City as part of its quarterly Franchise Fee submittal  
2262 described in Section 4.03, and as part of its Annual Reports to the City described in Section 22.03. Contractor  
2263 may be assessed administrative charges as specified in Exhibit 6 as a result of exceeding an overweight  
2264 vehicle rate of five percent (5.00%) in any Calendar Year during the term of the Agreement. The overweight  
2265 vehicle rate will be calculated as the total number of overweight Collection Vehicle instances during the  
2266 Calendar Year, divided by the total number of Collection Vehicle loads transported during the Calendar Year.  
2267 Prior to collecting administrative charges for overweight vehicles, the City shall afford Contractor a  
2268 reasonable opportunity to provide the Agreement Administrator documentation of the extraordinary  
2269 circumstance that caused the overweight vehicles. Extraordinary circumstances in this particular case  
2270 include, but may be limited to, heavy rains or high winds that caused excess Green Waste to be generated,  
2271 rain to accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened to  
2272 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's  
2273 documentation and uphold and collect the assessed charge, to reduce the charge, or waive and dismiss the  
2274 charge. The Agreement Administrator shall also have the authority to waive charges in advance of an  
2275 anticipated, or in response to and actual, emergency event.

2276           18.06   Registration; Inspection. All vehicles used by Contractor in providing Collection Services  
2277 under this Agreement, except those vehicles used solely on Contractor's premises, are to be registered with  
2278 the California Department of Motor Vehicles. In addition, each such vehicle must be inspected by the  
2279 California Highway Patrol in accordance with Applicable Law. Within two (2) Work Days of a request from  
2280 the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and any  
2281 safety compliance report, including, but not limited to, any report issued under California Vehicle Code  
2282 sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway  
2283 Patrol.

2284           18.07   Safety Markings. All Collection equipment used by Contractor must have appropriate safety  
2285 markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and  
2286 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle  
2287 Code, as may be amended from time to time.

2288           18.08   Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without  
2289 repetition and must have Contractor's name, Contractor's customer service telephone number, and the  
2290 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and  
2291 the rear of each vehicle. All Collection Vehicles shall display the words "**Servicing the City of Santa Clarita**"  
2292 in letters no less than two inches (2") high and the City Seal. No advertising is permitted other than the name

of Contractor, its logo and registered service marks, except promotional advertisement of the Recyclable Materials and Organic Waste programs, which is encouraged. City to approve any promotional material of the Recyclable Materials and Organic Waste Programs affixed to or painted on Contractor's Collection Vehicles and may require such promotion to be utilized from time to time in order to encourage correct recycling, reduce contamination, and provide relevant education. Contractor must repaint all vehicles (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Agreement Administrator, but not less often than once every five years beginning July 1, 2023.

18.09 Bin and Roll-off Signage, Painting, and Cleaning. All metal bins and Roll-offs of any service type furnished by Contractor must be either painted or galvanized. All metal or plastic bins and Roll-offs must display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or Roll-off and must be kept in a clean and sanitary condition. Bins and Roll-offs should be free of dents and graffiti and newly painted at the start of this Agreement, and painted as needed to maintain an orderly appearance throughout the term of the Agreement, but not less frequently than once every three years. Bins and Roll-offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary condition will be made by City.

18.10 Vehicle Certification. For each Collection Vehicle used in the performance of services under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates and reports available for inspection upon request by the Agreement Administrator. Subject to State of California implementation.

18.10.1 No later than July 1, 2023, Contractor must submit to the Agreement Administrator verification that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection. Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the California Heavy Duty Inspection Program and must, upon request, submit written verification to City within ten (10) Work Days of the completion of such test. Contractor may not use any vehicle that does not pass such inspection. Subject to State of California implementation.

18.11 Equipment Maintenance. Contractor must maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment must operate properly and be maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a week.

18.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles. The log must at all times be accessible to City by physical inspection upon request of Agreement Administrator, and must show, at a minimum, each vehicle Contractor assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

2332 18.13 Equipment Inventory. On or before July 1, 2023 Contractor shall provide to City an  
2333 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and  
2334 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by  
2335 Contractor assigned identification number, DMV license number, the age of the chassis and body, type of  
2336 fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the  
2337 decibel rating and the maintenance and rebuild status. Contractor must submit to the Agreement  
2338 Administrator, either by fax or e-mail, an updated inventory annually to the City or more often at the request  
2339 of the Agreement Administrator. Each inventory must also include the tare weight of each vehicle as  
2340 determined by weighing at a certified scale used by Contractor. Each vehicle inventory must be accompanied  
2341 by a certification signed by Contractor that all Collection Vehicles meet the requirements of this Agreement.

2342 18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection  
2343 equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve  
2344 equipment must correspond in size and capacity to the equipment used by the Contractor to perform the  
2345 contractual duties.

## 2346 Article 19. Contractor's Office

2347 19.01 Contractor's Office. Contractor shall maintain an office in the City of Santa Clarita,  
2348 California. Such office must be equipped with enough telephones that all Collection Service-related calls  
2349 received during normal business hours are answered by an employee within five (5) rings. The office must  
2350 have responsible persons in charge during Collection hours and must be open during such normal business  
2351 hours, 8:00 a.m. to 5:00 p.m. on Monday through Friday and Saturday during Collection Service hours.  
2352 Contractor must provide either a local or toll-free telephone number that connects to the call center described  
2353 in Section 19.02, and a telephone answering service or mechanical device to receive Service Recipient  
2354 inquiries during those times when the office is closed. Calls received after normal business hours must be  
2355 addressed the next Work Day morning.

2356 19.02 Customer Service Call Center. Contractor must maintain a local Customer Service call  
2357 center in the City of Santa Clarita. Such office must be equipped with enough telephones that all customer  
2358 service-related calls received during normal business hours, 8:00 a.m. to 5:00 p.m. on Monday through  
2359 Friday and Saturday during Collection Service hours, are answered by an employee within five (5) rings

2360 19.03 Emergency Contact. Contractor must provide the Agreement Administrator with an  
2361 emergency phone number where the Contractor can be reached outside of the required office hours.

2362 19.04 Multilingual/TDD Service. Contractor must at all times maintain the capability of responding  
2363 to telephone calls in English and such other languages as City may direct. Contractor must at all times  
2364 maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf  
2365 (TDD) Services.

2366 19.05 Service Recipient Calls. During office hours, Contractor must maintain a telephone  
2367 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record  
2368 all calls including any inquiries, service requests and complaints into a customer service log.

2369 19.05.1 All incoming calls will be answered at the local office or call center within 5 rings.  
2370 Any call “on-hold” in excess of 1.5 minutes must have the option to remain “on-hold” or request a “call-back”  
2371 from a customer service representative. Contractor’s customer service representatives must return Service  
2372 Recipient calls. For all messages left before 3:00 p.m., all “call backs” must be attempted a minimum of one  
2373 time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all “call backs” must be  
2374 attempted a minimum of one time prior to noon the next Work Day. Contractor must make minimum of three  
2375 (3) attempts within one (1) Work Day of the receipt of the call. If Contractor is unable to reach the Service  
2376 Recipient on the next Work Day, Contractor must send a postcard, email or text, as indicated by the Service  
2377 Recipient to the Service Recipient on the second Work Day after the call was received, indicating that the  
2378 Contractor has attempted to return the call.

## 2379 Article 20. Contractor Support Services

2380 20.01 Sustainability/Compliance Representative. Contractor will hire staff, including at least two  
2381 dedicated full-time Sustainability/Compliance Representatives as of the Commencement Date, to conduct  
2382 site visits and provide outreach and education in support of meeting Franchise and CalRecycle Diversion  
2383 requirements and to meet State mandates associated with AB 939, AB 341, AB 1826, AB 827, AB 1594, SB  
2384 1016, and SB 1383, and all amendments and related subsequent legislation. The Sustainability/Compliance  
2385 Representatives shall be available as needed to meet with the City and conduct site visits to implement  
2386 Recycling and Organics programs in the Service Area at least four days a week throughout the year. City  
2387 may request monthly meetings with Contractor to discuss problems or issues such as Collection or Recycling  
2388 programs, Billing or Service Recipient service issues, and day to day operations. City and Contractor agree  
2389 to meet and confer to reevaluate the ongoing need for two dedicated full-time Sustainability/Compliance  
2390 Representatives on or around July 1, 2025 (two years from the Commencement Date).

2391 20.02 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit  
2392 and implement an annual (Calendar Year) Sustainability and Compliance Plan (“Plan”), which will guide  
2393 Contractor’s staffs’ work efforts. This Plan will include measures to meet diversion targets, increase  
2394 diversion, and increase participation of Service Recipients in recycling and organics diversion programs, and  
2395 should target certain Recyclable Materials or “problem” areas, including recycling and organics sorting and  
2396 contamination, within Contractor’s Service Area where improvements can be maximized. Planned outreach  
2397 and education services, and outreach materials should be included as part of the Plan and updated annually.  
2398 Targets of outreach should be based on local trends and recycling patterns from data obtained by both the  
2399 City and Contractor. Contractor will maintain current and state-of-the-art public outreach and education  
2400 services throughout the term of this Agreement by providing outreach materials to Service Recipients  
2401 electronically (via email and social media). Contractor must submit first year draft Plan to the City prior to  
2402 the Commencement Date and by August 1st each year thereafter for the term of the Agreement. City review  
2403 and provide revisions to draft Plan within thirty (30) days of receipt. Contractor must revise and submit final  
2404 Plan to City by April 1, 2023 for first year and thence by November 1st each year thereafter for the term of  
2405 the Agreement. Contractor’s Plan is provided in Exhibit 10. Contractor will be required to expend at least  
2406 **seventy-five thousand dollars (\$75,000)** per year (as adjusted annually by the CPI Adjustment), for the  
2407 development of the Plan and its implementation, which may not include personnel costs associated with the

2408 Sustainability/Compliance Representative. The Sustainability and Compliance Plan must include the  
2409 following:

2410                   20.02.1 City-Specific Website. Contractor shall maintain a City-specific website that fully  
2411 explains the Contractor's current services and rates, the diversion options available, and allows Service  
2412 Recipients to submit service changes, inquiries, complaints or queries. The website must describe and  
2413 promote the use of the available Recyclable Materials and Organics services. Contractor's local website  
2414 must provide information specific to the City's programs. Contractor will ensure that information provided  
2415 on the website is maintained and up-to-date. Content will include proper container set out, educational  
2416 materials, newsletters and program descriptions.

2417                   20.02.2 Recycling Resources. Contractor shall maintain accurate list of recyclable  
2418 materials on its website, and promote proper recycling to all Service Recipients. Contractor shall consult,  
2419 collaborate, and coordinate its recycling outreach and educational materials and activities with the City and  
2420 incorporate the City's input on the Contractor's recycling resources and programs.

2421                   20.02.3 School Education and Outreach. Contractor shall develop and utilize a program to  
2422 educate on proper recycling that offers tools to assist with proper recycling for all ages. Educational  
2423 information should include brochures, school resources such as recycling curriculums, kid's activity flyers,  
2424 posters, myth busters, and recycling art activities. Contractor shall develop and distribute educational  
2425 material, and conduct onsite outreach annually to all school campuses in the franchise area that are  
2426 served by the Contractor. Materials must be approved by City before distribution. Examples include:  
2427 Recyclable Materials list, Recycling tips, battery and bulb education, Food Waste collection and donation,  
2428 and HHW education. Educational material shall be distributed to campuses by mail and/or in person on or  
2429 before September 30<sup>th</sup> annually, and site visits must be completed by November 30<sup>th</sup>.

2430                   20.02.4 MORE Compliance Notices. Contractor shall send Mandatory Organics Recycling  
2431 (MORE) compliance notices quarterly to all eligible Commercial entities and MFDs/MXD's that do not  
2432 subscribe to Organic Waste Collection Service with the Contractor, and/or do not provide an alternate  
2433 method for Diverting Organic Waste, in conformance with SB 1383 and AB 1826. These notices shall also  
2434 notify businesses of requirements under AB 827. Contractor shall mail notifications quarterly on or before  
2435 the last day of the month following the end of the quarter.

2436                   20.02.5 MCR Compliance Notices. Contractor shall send Mandatory Commercial  
2437 Recycling (MCR) compliance notices quarterly to all eligible Commercial entities and MFD's that do not  
2438 subscribe to recycling collection service with the Contractor, and/or do not provide an alternate method for  
2439 diverting recyclable materials, in conformance with AB 341. These notices shall also notify businesses of  
2440 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the  
2441 month following the end of the quarter.

2442                   20.02.6 MORE Site Visits. Contractor shall conduct site visits to all eligible Commercial  
2443 entities and MFDs/MXD's once per year for the first three years and thereafter every other year for  
2444 businesses that subscribe to Organics Collection Service and every year for businesses that do not

2445 subscribe to organics collection service in conformance with SB 1383 and AB 1826. Contractor shall  
2446 conduct visits on or before June 30<sup>th</sup>.

2447                   20.02.7 MCR Site Visits. Contractor shall conduct site visits to all eligible Commercial  
2448 entities and MFDs/MXD's once per year for the first three years and thereafter every other year for  
2449 businesses that subscribe to Recycling Collection Service and every year for businesses do not subscribe  
2450 to Recycling Collection Service with the Contractor. Contractor shall conduct visits on or before June 30<sup>th</sup>.

2451                   20.02.8 Waste Audits. Contractor shall complete Recycling and Solid Waste audits for  
2452 twenty (20) Commercial or MXD Service Recipients per month and provide recommendations to customers  
2453 on how to improve overall resource efficiency.

2454                   20.02.9 Compliance Reporting. Contractor shall report contaminations and overage  
2455 issues via the City's Waste Reporting System.

2456                   20.02.10           Right-sizing Containers. Contractor must right-size Collection Containers  
2457 to maximize diversion from SFD, MFD, MXD and Commercial Service Recipients.

2458                   20.02.11           Education and Outreach Materials. Contractor must implement public  
2459 education and outreach in conformance with applicable laws (e.g., SB 1383, AB 1826, AB 827, AB 939, AB  
2460 341, AB 1594, etc.) and in coordination with the City. Contractor shall attend public events and host booths  
2461 to promote recycling education and awareness. Contractor will work with City to identify which special  
2462 events will be attended. Contractor, together with City, shall work with local media to ensure information on  
2463 new programs, events, recycling, organics etc. is communicated to the community. Contractor shall use a  
2464 variety of options such as local paper, news, websites, social media, Homeowners Associations, schools  
2465 and civic groups to distribute information and education about City solid waste and recycling programs, and  
2466 events. Contractor shall distribute educational material to Service Recipients a minimum of once a quarter  
2467 by mail or electronically. These materials should include tips on recycling properly, use of organics  
2468 containers, composting, battery and electronics education, prevention of contamination issues, proper  
2469 Collection Container placement, resource information, and HHW education.

2470                   20.02.12           Service Recipient Personnel Training. Contractor shall advise and  
2471 educate appropriate personnel (management, employees, janitors, etc.) at MFD/MXD and Commercial  
2472 Service Units on methods and recommendations to increase recycling and decrease landfilling including  
2473 best practices for recycling, waste reduction and availability and use of in-house recycling containers.

2474                   20.02.13           Available Services Notice and Information. At least annually Contractor  
2475 must publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range  
2476 of services offered. The notice must contain at a minimum (i) definitions of the materials to be Collected,  
2477 (ii) procedures for setting out materials, (iii) the days when Garbage Collection Services, Recycling  
2478 Services, and Organic Waste Collection Services will be provided, (iv) Contractor's local customer service  
2479 phone number, (v) instructions on the proper filling of Containers, (vi) instructions as to what materials may  
2480 or may not be placed in Recyclable Materials or Organic Waste Containers, (vii) how to select Container  
2481 sizes to maximize diversion, (viii) participation in Recycling and Organic Waste programs, (ix) the fees for

2482 overage and Contamination in the event of non-compliance, (x) the availability of on-premises Collection  
2483 Services, including the availability of no-charge on-premises Collection Services for qualified persons, (xi)  
2484 Large Items Collection Services, (xii) the dates and locations of Neighborhood Cleanup days, and (xiii) the  
2485 dates and locations of Free Large Item Drop-off days. The notice must be provided in English, and other  
2486 languages as directed by the City, and must be distributed by Contractor no later than February 1st of each  
2487 year.

2488                   20.02.14       Approach to Meeting City's Diversion Requirements. Contractor must  
2489 document approach to meeting City's diversion requirements by specific diversion program type (SFD,  
2490 MFD, Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific  
2491 and public education programs. This must include an implementation schedule showing the specific  
2492 programs and tasks, milestones, and time frames for meeting the diversion requirements.

2493                   20.02.15       Tonnage Table. Contractor must provide as part of the Plan, a tonnage  
2494 table segregated by SFD, MFD, MXD, Commercial, and Additional Services that estimates tonnages for  
2495 Recyclable Material and Organic Waste delivered and processed, and the estimated residual tonnages for  
2496 each calendar year of the Franchise Agreement.

2497                   20.02.16       Environmental Stewardship. Contractor must describe all environmental  
2498 management policies and activities related to the solid waste collection service, including the use of  
2499 alternative fuel vehicles, reduction of air emissions and wear and tear on the City's streets, use of recycled  
2500 products throughout operations, internal waste reduction and reuse protocol, water and resource  
2501 conservation activities within facilities (design, construction and operation), compliance with laws governing  
2502 e-waste, HHW, and u-waste, and use of non-toxic products when possible.

2503                   20.03     News Media Relations. Contractor will work with local media to ensure information is  
2504 communicated to community (new programs, events, recycling information, etc.). Contractor to use options,  
2505 such as; local Newspaper, Radio/TV News outlets, Websites and Social Media. Contractor will notify the  
2506 Agreement Administrator by e-mail or phone of all requests for news media interviews related to the services  
2507 covered under this Franchise Agreement within one (1) Work Day of Contractor's receipt of the request.  
2508 When practicable, before responding to any inquiries involving controversial issues or any issues likely to  
2509 affect participation or customer's perception of services, Contractor will discuss Contractor's proposed  
2510 response with the City Agreement Administrator.

2511                   20.04     Annual Recycling Awards. Contractor will recognize outstanding participation in Recycling  
2512 and/or Organic Waste programs by identifying "recycling all-stars" for recognition at a City Council meeting  
2513 during each November, beginning November 2024.

2514                   20.05     News Media Requests. Contractor will notify the Agreement Administrator by e-mail or  
2515 phone of all requests for news media interviews related to the services covered under this Agreement within  
2516 one (1) Work Day of Contractor's receipt of the request. When practicable, before responding to any inquiries  
2517 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of  
2518 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

20.05.1 Copies of draft news releases or proposed trade journal articles that use the name of City or relate to the services provided hereunder must be submitted to the Agreement Administrator for prior review and approval at least five (5) working days in advance of release, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor must submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

20.05.2 Copies of articles resulting from media interviews or news releases that use the name of City or relate to the services provided hereunder must be provided to the City within five (5) days after publication.

20.06 Acceptable Materials Labeling. Contractor must affix to each Recycling and Organics Collection Container a sticker that clearly lists Acceptable materials to be placed in these containers. Stickers must be replaced annually and include any updates in the list of Acceptable materials (Exhibit 12).

20.07 Mulch or Compost Delivery. At no cost to the City, Contractor must provide City with mulch or compost materials (i.e., "Recovered Organic Materials") at a volume to allow the City to comply with SB 1383. Contractor must deliver mulch or compost materials at a time and location mutually agreeable between the City and Contractor. Delivered mulch or compost can be in bulk form or bagged.

20.08 Edible Food Recovery Support. At no cost to the City, Contractor must provide support to the City's Edible Food Recovery program as required under SB 1383. Contractor support may include educating commercial edible food generators, providing records of site visits, conducting education efforts, and providing lists of food recovery organizations. Contractor will assist the City in conducting Food Waste and Green Waste surveys and diversion programs by providing accurate and timely service data, conducting site visits, and distributing materials.

20.09 Programs and Services. Contractor must provide additional educational and outreach services and programs as requested by City at a price to be mutually agreed upon between the Contractor and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a mutually agreed upon price for the requested service or program, City has the right to procure the service of other vendors or contractors to provide the requested service.

20.10 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 5, Customer Service Plan included as Exhibit 7, and Collection Service Operations Plan included as Exhibit 8 that present the specific collection and processing programs that will be implemented in the City.

## Article 21. Emergency Service

21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire, natural disaster, or other such event, the Agreement Administrator may grant the Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. As soon as practicable after such event, Contractor must advise the Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The Agreement Administrator will make an effort through the local news media



to inform the public when regular services may be resumed. The clean-up from some events may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. Contractor will receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 1 provided Contractor has first secured written authorization and approval from City through the Agreement Administrator. City will be given equal priority and access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

21.02 Disaster Recovery Support. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, Contractor agrees to provide disaster recovery support upon request by Agreement Administrator. This may include additional hauling of debris, special handling such as wrapping waste in plastic (i.e., "burrito wrapping"), temporary storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and documentation of debris type, weight, and diversion. Contractor should follow protocol laid out in the City's Draft Disaster Debris Plan and any subsequent County or City Disaster Debris Plans, as applied to solid waste hauling and handling.

## Article 22. Record Keeping and Reporting Requirements

22.01 Record Keeping. Notwithstanding Article 47 herein:

22.01.1 Accounting Records. Contractor must maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records will be subject to audit, copy, and inspection for the purposes set forth in Section 17.02.3. Gross receipts derived from provision of the Collection Services, whether such services are performed by Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period of not less than four (4) years following expiration or other termination hereof, full, complete and accurate records, including all cash, billing and disposal records, as indicated in the Agreement.

22.01.1.1 City reserves the right to review audited, reviewed, or compiled financial statements prepared by an independent Certified Public Accountant, or as may be provided by Contractor or its parent company. In the event that Contractor does not maintain separate financial or accounting records prepared specifically for services provided under this Agreement, Contractor may use industry standard allocation methods to provide financial information as applicable to the service provided under this Agreement.

22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities of (i) Residential, MFD, MXD and Commercial Solid Waste Collected and disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for no compensation, and residue disposed under the terms of this Agreement, and (iii) Organic Waste by type, Collected, purchased, processed, sold, donated or given for no compensation, and residue disposed under the terms of this Agreement

2593 22.01.3 Other Records. Contractor must maintain all other records reasonably related to  
2594 provision of Collection Services, whether or not specified in this Agreement.

2595 22.01.4 Report Format. All reports to be submitted in a format approved by the City,  
2596 including electronic data submission in the City's Waste Reporting System and in a format specified by the  
2597 City.

2598 22.02 Quarterly Reporting.

2599 22.02.1 General. Quarterly reports must be submitted no later than 5 p.m. PT on the last  
2600 day of the month following the end of Quarter in which the receipts are collected and must be provided  
2601 electronically using software acceptable to the City. If the last day of the month falls on a day that City is  
2602 closed or a holiday, then the report will be due on the next business day. Failure to submit complete  
2603 quarterly reporting by the due date will result in penalties as specified in Exhibit 6.

2604 22.02.2 City Reports. Quarterly reports to City must include:

2605 22.02.2.1 Quarterly Payment Reporting. The payment report must include  
2606 an accounting of Contractor's Gross Revenues received during the preceding Quarter, and the calculated  
2607 Franchise Fee and Marketing and Sales of Recyclable Materials Payment.

2608 22.02.2.2 Franchised Tonnage and Service Data. Contractor must report the  
2609 number of unique SFD and MFD accounts serviced, the number of unique Commercial, MXD, and City  
2610 accounts serviced, tonnage of Garbage, Recyclable Materials and Organic Waste collected and processed  
2611 for diversion broken down by Container type, Residual amounts from Recycling and Organic Waste  
2612 Diversion operations that are landfilled. Quantities should be broken down by SFD, MFD, MXD,  
2613 Commercial, and City Service Collection Services. MXD properties must have tonnage assigned  
2614 appropriately to Residential and Commercial generators.

2615 22.02.2.3 Overweight Vehicle Reporting. The quarterly report must include  
2616 a summary total of all instances of overweight Collection Vehicles. This summary must include the number  
2617 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads  
2618 transported during the reported quarter.

2619 22.02.2.4 Non-Collection. The quarterly report must include a summary of  
2620 each Service Unit receiving a Non-Collection Notice in the previous quarter along with a description for the  
2621 Non-Collection Notice.

2622 22.02.2.5 On-hold. The quarterly report must include each Service Unit that  
2623 was not billed in the previous quarter due to vacation hold, vacancy etc.

2624 22.02.2.5.1 Vacation Hold Requirements. A Service Unit can be  
2625 considered under a vacation hold under the following circumstances: a) Service will be suspended for no  
2626 less than 3 consecutive months and no more than 6 consecutive months, b) Service will not be suspended  
2627 more than once per rolling twelve month period, c) Application is being made at least 14 days in advance of

2628 the suspension start date, d) The property will remain unoccupied during the suspension and no waste will  
2629 be generated on site, e) The account balance is current and will be kept current during the suspension  
2630 period

2631 22.02.2.6 Collection Overage Charges. The quarterly report must include  
2632 each Service Unit incurring a charge for a Solid Waste Overage in the previous quarter.

2633 22.02.2.7 Contamination Reporting. To the extent required by Applicable  
2634 Law, the quarterly report must include a summary of all instances of qualifying contamination under the  
2635 procedures in Section 5.08. This summary must include the total number of accounts where contamination  
2636 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,  
2637 a list of accounts where such notices occurred, and the total number of instances where Collection  
2638 Container size or Collection frequency was increased specifically due to contamination. Within twenty (20)  
2639 Work Days of request by City, Contractor will provide copies of the Contamination Violation Notices and  
2640 the digital documentation of contamination.

2641 22.02.2.8 Service Recipient Complaint Log. The quarterly report must  
2642 include the Service Recipient call log collected from the previous quarter.

2643 22.03 Annual Reporting.

2644 22.03.1 General. An annual report must be submitted no later than 5 p.m. PT on January  
2645 31, 2024 and each January 31<sup>st</sup> thereafter for the previous Calendar Year. If January 31<sup>st</sup> falls on a day that  
2646 City is closed, then the report will be due on the next business day. Annual reports must be submitted  
2647 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due  
2648 date will result in penalties as specified in Exhibit 6. Annual reports to City must include:

2649 22.03.1.1 Financial Statements. Contractor must make available annual  
2650 financial statements for review, upon request by the City, for the local operation. Statements need not be  
2651 reviewed or audited statements.

2652 22.03.1.2 Annual Sustainability and Compliance Report. Contractor must  
2653 complete and submit data sections within their Sustainability and Compliance Plan to document education  
2654 and outreach conducted, public event participation, school visits, compliance notices mailed, site visits,  
2655 waste audits completed, information distributed, and media used, and community events hosted. This must  
2656 include public education activities undertaken during the year, including distribution of bill inserts, collection  
2657 notification tags, community information and events, tours and other activities related to the provision of  
2658 Collection Services, and must discuss the impact of these activities on recycling program participation and  
2659 include amounts collected from SFD, MFD, MXD, Commercial, and City Service Units. The report should  
2660 include a complete list of all non-exempt commercial accounts, which includes each non-exempt account's  
2661 status as a "covered generator" under AB 341, AB 1826 and SB 1383, the date and status of Contractor's  
2662 outreach efforts at each non-exempt account, and the current level of Recycling and Organics program  
2663 participation at each non-exempt account.

2664 22.03.1.3 Summary of Programs. An analysis of any Recycling and Organic  
2665 Waste Collection, processing and marketing issues or conditions (such as participation, setouts,  
2666 contamination, etc.) and possible solutions, discussed separately for Residential and Commercial  
2667 programs.

2668 22.03.1.4 Solid Waste Data. The number of SFD, MFD, MXD, Commercial,  
2669 and City Service Units and the number of Collection Containers distributed by size and Service Unit type.

2670 22.03.1.5 Waste Characterization Data. A breakdown of Solid Waste  
2671 (Garbage, Recycling, and Organics) by material type as per CalRecycle material classifications.

2672 22.03.1.6 Recycling Data. Gross tons Collected daily on average by material  
2673 type by route for SFD, MFD, MXD, Commercial, and City Recycling service, with map of routes. The  
2674 average participation rates by quarter relative to the total number of Service Units by Service Unit type.  
2675 Indicate, by material type (and grade where appropriate), annual totals of Recyclable Materials processed  
2676 including facility name and location, average cost or price received per ton and total recycling cost or  
2677 revenue received for the year. Indicate any quantities, by material type, donated or otherwise disbursed  
2678 without compensation. Indicate number of Recycling Collection Containers distributed by size and Service  
2679 Unit type. Also provide annual totals and location for residue disposed.

2680 22.03.1.7 Organic Waste Data. Include average daily gross tons Collected  
2681 by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of  
2682 generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate  
2683 average daily number of set-outs by route. Indicate average participation rates relative to the total number  
2684 of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers  
2685 distributed by size and Service Unit type. Indicate, by material type, annual totals of Organic Materials  
2686 processed including facility name and location, average cost or price received per ton and total organics  
2687 cost or revenue received for the year. Provide totals and location for Residue Disposed. Include the number  
2688 of route reviews conducted for prohibited contaminants and the number of Non-Collection Notices issued  
2689 to Service Recipients.

2690 22.03.1.8 Customer Service Log. A copy of the customer service log,  
2691 including a summary of the type and number of complaints and their resolution. Copies of a written record  
2692 of all calls related to missed pickups and responses to such calls.

2693 22.03.1.9 Customer Service Information Sheet. A copy of Contractor's most  
2694 recent Customer Service Information Sheet (i.e., customer call center "cheat sheet") for the City of Santa  
2695 Clarita, or the equivalent information used by customer service representatives.

2696 22.03.1.10 Overweight Vehicle Data. A summary of all instances of  
2697 overweight Collection Vehicles. This summary must also include the number of overweight vehicle  
2698 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar  
2699 Year.

2700 22.03.1.11 Summary Narrative. A summary narrative of problems  
 2701 encountered with Collection and processing activities and actions taken. Indicate type and number of Non-  
 2702 Collection Notices left at Service Recipient locations. Indicate instances of property damage or injury,  
 2703 significant changes in operation, market factors, publicity conducted, needs for publicity. Include description  
 2704 of processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

2705 22.03.1.12 Collection Container and Vehicle Inventory. An updated complete  
 2706 inventory of Collection Containers by type and size, and an updated complete inventory of Collection  
 2707 Vehicles including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,  
 2708 license plate number, fuel type and vehicle make and model.

2709 22.03.1.13 Diversion Rate. Contractor must provide documentation  
 2710 acceptable to City in its reasonable judgment stating and supporting the Calendar Year's Franchise  
 2711 Diversion Rate, as calculated in accordance with the provisions of Article 8. Any tonnages diverted and  
 2712 disposed from large venues and events during the reporting period will be counted towards the calculated  
 2713 diversion rate.

2714 22.03.1.14 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor  
 2715 must report the total number of Commercial and MFD/MXD Service Units serviced and the number of  
 2716 containers, container sizes and frequency of collection for Garbage, Recyclable Materials and Organic  
 2717 Waste for each non-exempt Commercial and MFD/MXD Service Unit. Contractor must also provide the  
 2718 following information separately for both AB 341 and AB 1826:

2719 22.03.1.15 The total number of non-exempt Commercial, MFD, and MXD  
 2720 Service Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt  
 2721 Commercial, MFD, and MXD Service Units that are not subscribed to Commercial, MFD, or MXD Recycling  
 2722 Collection Service or Commercial, MFD, or MXD Organics Collection Service.

2723 22.03.1.16 A summary of the type of follow-up outreach that was provided to  
 2724 those non-exempt Commercial, MFD, and MXD Service Units that are not subscribed to Commercial, MFD,  
 2725 or MXD Recycling Collection Service or Commercial, MFD, or MXD Organics Collection Service.

2726 22.03.1.17 Contractor shall provide proof of training records for Service  
 2727 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize Illicit  
 2728 Discharges and stormwater pollution sources.

2729 22.04 Diversion Calculation and Data. By 5 p.m. PT on August 15, 2024 and annually thereafter  
 2730 during the term of this Agreement, Contractor must deliver to City, in the format specified by City, the  
 2731 Calendar Year's Franchised Diversion Rate, as calculated in accordance with the provisions of Article 8. Any  
 2732 tonnages Diverted and disposed from large venues and events during the reporting period will be counted  
 2733 towards the calculated Diversion rate.

2734 22.05 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing  
 2735 annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including but not limited to supplying

required data for preparation of the reports, and completing all required data input in the Waste Reporting System.

22.05.1 In the event that CalRecycle requires City to report an Implementation Schedule to comply with AB 341, AB 1826, SB 1383, SB 1594 and other Applicable Laws, Contractor will provide assistance to City in preparing a report, including Contractor's policies and procedures related to compliance with AB 341, AB 1826, SB 1383, and other Applicable Laws and how Recyclable Materials or Organic Waste are collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of route audits, copies of notice of contamination, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media.

22.06 Waste Characterization Audit. Contractor must conduct statistically-valid waste audits of Residential and Commercial Service Recipients' waste once annually, including Recycling, Garbage, and Organic Waste, and provide characterization data to the City as part of its Annual Report (Section 22.03). Material types and guidance should follow CalRecycle requirements and/or recommendations.

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

## Article 23. Nondiscrimination

23.01 Nondiscrimination. In the performance of all work and services under this Agreement, Contractor may not discriminate against any person based on such person's race, sex, gender, gender identity, color, national origin, religion, marital status or sexual orientation. Contractor must comply with all applicable local, State and Federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

## Article 24. Service Inquiries and Complaints

24.01 Contractor's Customer Service. All service inquiries and complaints will be directed to Contractor. A representative of Contractor must be available to receive the complaints during normal business hours. Contractor is required to use the City's Resident Service Center (RSC) or any customer Relationship Management System put in place by the City in the future for handling of customer complaints received by the City for hauling, illegal dumping, and any other services under this Agreement. Contractor must participate in mandatory RSC training before using system and at least annually thereafter. Customer Service training shall include Service Recipient 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. All service complaints will be handled by Contractor in a prompt and efficient manner. RSC cases must be addressed and resolved within three (3) Work Days unless otherwise noted in 24.01.5. In the case of a dispute between Contractor and a Service Recipient, the matter will be reviewed, and a decision made by the Agreement Administrator.

24.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries and complaints in a manner prescribed by City.

24.01.2 For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Work Day, Contractor will return to the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Work Day, Contractor will have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

24.01.3 Contractor agrees that it is in the best interest of City that all Garbage, Recyclable Materials, and Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Service Recipient requests missed Collection service more than two (2) times in any consecutive two (2) month period the Agreement Administrator will work with Contractor to determine an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit, Contractor will notify the Agreement Administrator, by e-mail. The Agreement Administrator will investigate all disputed complaints and render a decision.

24.01.4 Contractor's service and emergency telephone numbers must be accessible by a local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area's telephone directories under Contractor's name in the White Pages and available through an online search and listed on the Contractor's website.

24.01.5 For routine service requests generated from either the City or customers, the Contractor will address and resolve the issue within three (3) working days. More complicated requests may be extended by the City due to circumstances such as container delivery issues, data requests, or procurement difficulties. For requests that exceed the time limit to complete the Contractor is subject to Administrative Charges found in Exhibit 6.

## Article 25. Quality of Performance of Contractor

25.01 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 Service Recipient satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent possible.

25.02 Administrative Charges and Penalties. Quality performance by the Contractor is of primary importance. In respect of this, Contractor agrees to pay City administrative charges and penalties as detailed in Exhibit 6 should Contractor fail to meet its responsibilities under this Agreement. Should Contractor be in breach of the requirements set forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the default in performance will be extremely difficult and impractical to fix. City finds, and the 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 will 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 this 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) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

25.03 Procedure for Review of Administrative Charges. The Agreement Administrator may assess administrative charges and penalties as specified in Exhibit 6 pursuant to this Agreement quarterly. At the end of each quarter during the term of this Agreement, the Agreement Administrator will issue a written notice to Contractor ("Notice of Assessment") of the administrative charges assessed and the basis for each assessment.

25.03.1 The assessment will become final unless, within ten (10) calendar days of the date of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

25.03.2 The Agreement Administrator will schedule a meeting between Contractor and the City Manager as soon as reasonably possible after timely receipt of Contractor's request.

25.03.3 The City Manager will review Contractor's evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision will be provided to Contractor.

25.03.4 In the event Contractor does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's determination will be final.

25.03.5 City's assessment or collection of administrative charges will 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.

#### 25.04 Uncontrollable Circumstances.

25.04.1 If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor



disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the affected party will be excused from performance hereunder during the period of such disability.

25.04.2 The party claiming excuse from performance must promptly notify the other party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.

25.04.3 The interruption or discontinuance of services by a party caused by circumstances outside of its control will not constitute a default under this Agreement.

## Article 26. Performance Bond

26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves this Agreement, Contractor must furnish to City, and keep current, a performance bond, for the faithful performance of this Agreement and all obligations arising hereunder in an amount as follows:

26.01.1 From July 1, 2023 and so long as this Agreement or any extension thereof remains in force, Contractor must maintain a performance bond in the amount of two million dollars (\$2,000,000).

26.01.1.1 The performance bond must be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

26.01.1.2 In the event City draws on the bond, all of City's costs of collection and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

26.01.1.3 The Performance Bond must be renewed annually for the entire term of the Agreement and evidence must be provided to City annually.

## Article 27. Insurance

27.01 Insurance Policies. Contractor must 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 Contract. Contractor's performance of work or services includes performance by Contractor's employees, agents, representatives and subcontractors.

27.02 Minimum Scope of Insurance. Insurance coverage must be at least this broad:

27.02.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.

2877 27.02.2 Insurance Services Office Form No.CA 0001 (Ed. 10/13) covering Automobile  
2878 Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also  
2879 include code 8, "hired autos" and code 9 "non-owned autos".

2880 27.02.3 Workers' Compensation insurance as required by the California Labor Code and  
2881 Employers Liability Insurance.

2882 27.02.4 Environmental Pollution Liability Insurance.

2883 27.03 Minimum Limits of Insurance. Contractor must maintain insurance limits no less than:

2884 27.03.1 Comprehensive General Liability: \$3,000,000 combined single limit per occurrence  
2885 for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a  
2886 general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement  
2887 or the general aggregate limit must be \$5,000,000.

2888 27.03.2 Automobile Liability: \$10,000,000 combined single limit per accident for bodily  
2889 injury and property damage.

2890 27.03.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as  
2891 required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

2892 27.03.4 Environmental Pollution Liability: \$3,000,000 per occurrence and \$5,000,000  
2893 aggregate, with five (5) years tail coverage. Coverage shall include bodily injury or property damage arising  
2894 out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of  
2895 pollutants resulting from Contractor's operations.

2896 27.03.5 If Consultant maintains higher limits than the minimum shown above, the City  
2897 requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any  
2898 available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be  
2899 available to the City.

2900 27.04 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be  
2901 declared to City's risk manager. Should City form a reasonable belief that Contractor may be unable to pay  
2902 any deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses  
2903 and related investigations, claim administration and defense expenses in an amount specified by City's risk  
2904 manager.

2905 27.05 Endorsements. The policies are to contain, or be endorsed to contain, the following  
2906 provisions:

2907 27.05.1 General Liability, Automobile and Environmental Liability Coverage.

2908 27.05.1.1 City, its officers, employees, agents and contractors are to be  
2909 covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of,

2910 Contractor; products and completed operations of Contractor; premises owned, leased or used by  
2911 Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage must contain  
2912 no special limitations on the scope of protection afforded to City, its officers, employees, agents and  
2913 contractors.

2914 27.05.1.2 Contractor's insurance coverage must be primary insurance as  
2915 respects City, its officers, employees, agents and contractors. Any insurance, or self-insurance maintained  
2916 by City, its officers, employees, agents or contractors will be in excess of Contractor's insurance and will  
2917 not contribute with it.

2918 27.05.1.3 Any failure to comply with reporting provisions of the policies will  
2919 not affect coverage provided to City, its officers, employees, agents, or contractors.

2920 27.05.1.4 Coverage must State that Contractor's insurance will apply  
2921 separately to each insured against whom claim is made or suit is brought, except with respect to the limits  
2922 of the insurer's liability.

2923 27.05.2 All Coverage. Each insurance policy required by this Agreement must be endorsed  
2924 to State that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event  
2925 of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not  
2926 order the cancellation of any required insurance policy or change in insurance policy limits without thirty  
2927 (30) days prior written notice to City by Contractor.

2928 27.06 Acceptability of Insurers. Insurance is to be placed with insurers having an A.M. Best rating  
2929 of A-/VII or better.

2930 27.07 Verification of Coverage. Contractor must furnish City with certificates of insurance and  
2931 with original endorsements affecting coverage required by this Agreement. The certificates and endorsement  
2932 for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its  
2933 behalf. Contractor must furnish City with a new certificate of insurance and endorsements on each renewal  
2934 of coverage or change of insurers.

2935 27.07.1 Proof of insurance must be mailed to the following address or any subsequent  
2936 address as may be directed by the City:

2937 City of Santa Clarita Neighborhood Services Department  
2938 Attn: Environmental Services Manager  
2939 23920 Valencia Blvd., Suite 102  
2940 Santa Clarita, CA 91355

2941 27.08 Subcontractors. Contractor must include all subcontractors performing services in the City  
2942 as insureds under its policies or subcontractors must obtain separate certificates and endorsements.

2943 27.09 Modification of Insurance Requirements. The insurance requirements provided in this  
2944 Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor if

City's risk manager determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

27.10 Rights of Subrogation. All required insurance policies must preclude any underwriter's rights of recovery or subrogation against City with respect to matters related to Contractor's performance of its obligations under this Agreement, with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy 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 will not apply to City.

27.11 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time City shall have the option, but not the obligation to, at Contractor's sole expense: (i) hire replacement waste hauler services to perform Contractor's tasks until insurance coverage is resumed; or (ii) obtain replacement insurance coverage during said cure period. Should Contractor fail to correct this defect, City shall have the option to terminate this Agreement immediately.

## Article 28. Hold Harmless and Indemnification

28.01 Hold Harmless for Consultant's Damages. Contractor holds City, its elected officials, officers, agents, employees, and volunteers harmless from all of Contractor's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

28.02 Defense and Indemnity of Third Party Claims/Liability. Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the negligence or willful misconduct breach of this Agreement, or violation of law by City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise reasonably find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing

provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

28.02.1 Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

28.03 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Article 27.

28.04 Diversion Indemnification. Subject to the requirements of Public Resources Code section 40059.1 and 40059.2 , which will control in the event of any conflict with the provisions of this Section, Contractor agrees to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all attorneys' fees, and to indemnify and hold City Indemnitees harmless from and against all fines or penalties imposed by the California Integrated Waste Management Board if the diversion goals specified in California Public Resources Code section 41780, as it may be amended, are not met by City with respect to the Materials Collected by Contractor and if the lack in meeting such goals are attributable to the failure of Contractor to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge. Contractor will be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (diversion and disposal). All consultants and attorneys engaged hereunder are subject to the agreement of City and Contractor.

28.05 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any and all Claims of any kind whatsoever paid, suffered or incurred by or against the City Indemnitees resulting from any repair, cleanup, removal action or response action undertaken pursuant to CERCLA, the Health & Safety Code or other similar Federal, State or local law or regulation, with respect to Solid Waste or Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability under CERCLA, the Health & Safety Code or other similar Federal, State or local law or regulation.

28.06 Proposition 218 Release. City intends to comply with all applicable laws concerning the Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a

good faith determination that the Maximum Service Rates for the Solid Waste Collection Services provided under this Agreement are not subject to California Constitution Articles XIIIC and XIID because, among other reasons, such services are provided by a private corporation and not by City pursuant to Article 5, Contractor independently establishes the rates for services within the limits established in this Agreement, the receipt of services is voluntary and not required of any property within City, and any owner or Service Recipient of property within City has the opportunity to avoid the services available under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is not generated. Accordingly, Contractor agrees to hold harmless and release the City Indemnitees from and against any and all claims Contractor may have against the City Indemnitees resulting in any form from the Maximum Service Rates provided for under this Agreement or in connection with the application of California Constitution Article XIIIC and Article XIID to the imposition, payment or collection of the rates under this Agreement. This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.

28.07 Consideration. It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

28.08 Obligation. This Agreement obligates Contractor to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement. The provision of insurance and the coverage limits therein shall not in any way be a limitation on Contractor's indemnification and defense obligations.

28.09 Subcontractors. Contractor must require all subcontractors performing work in the City to enter into a contract containing the provisions set forth in Section 27.01 in which contract the subcontractor fully indemnifies City in accordance with this Agreement.

28.10 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to indemnify, hold harmless and defend City, its officers and employees will not extend to any loss, liability, penalty, damage, action or suit arising or resulting solely from acts or omissions constituting active negligence, willful misconduct, breach of this Agreement, or violation of law on the part of City, its officers or employees.

28.11 Damage by Contractor. If Contractor's employees or subcontractors cause any injury, damage or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property owners as to damage to private property are civil matters and complaints of damage will be referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Section 27.01 [Indemnification].

## Article 29. Default of Agreement

29.01 Termination. City may cancel this Agreement, except as otherwise provided below in this Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in this Agreement, upon the happening of any one of the following events:

29.01.1 Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate; or

29.01.3 By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of sixty (60) calendar days; or

29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due City and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

29.01.5 Contractor has defaulted by allowing any final judgment for the payment of money owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

29.01.6 In the event that the monies due City under Section 29.01.3 above or an unsatisfied final judgment under Section 29.01.4 above is the subject of a judicial proceeding, Contractor will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to the City Attorney; or

29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the terms, conditions or covenants in this Agreement, including, but not limited to, the maintenance of a performance bond in accordance with Article 26, or any of the rules and regulations promulgated by City pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Agreement Administrator relative thereto and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied

within thirty (30) calendar days following receipt by Contractor of written demand from City to do so, Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of Contractor to provide Collection Services for a period of three (3) consecutive Work Days, City may secure Contractor's records on the fourth (4th) Work Day in order to provide interim Collection services until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement; provided, however, if Contractor is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of City under this Agreement to Contractor will cease and this Agreement may be terminated by City.

29.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that Contractor's record of performance shows that Contractor has defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor three (3) or more times in any twenty-four (24) month period, and regardless of whether the Contractor has corrected each individual condition of default, Contractor will be deemed a "habitual violator", will be deemed to have waived the right to any further notice or grace period to correct, and all such defaults will be considered cumulative and collectively will constitute a condition of irredeemable default. City will thereupon issue Contractor a final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of such cumulative defaults, will be grounds for immediate termination of the Agreement. In the event of any such subsequent default, City may terminate this Agreement upon giving of written final notice to Contractor, such cancellation to be effective upon the date specified in City's written notice to Contractor, and all contractual fees due hereunder plus any and all charges and interest will be payable to such date, and Contractor will have no further rights hereunder. Immediately upon the specified date in such final notice Contractor must cease any further performance under this Agreement.

29.03 Effective Date. In the event of any the events specified above, and except as otherwise provided in such subsections, termination will be effective upon the date specified in City's written notice to Contractor and upon such date this Agreement will be deemed immediately terminated and upon such termination, except for payment of services rendered up to and including the date of termination, all liability of City under this Agreement to Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate with other contractors for the operation of interim and long-term Collection Services. Contractor must reimburse City for all direct and indirect costs of providing any interim Collection Services as a result of Contractor's default in this Agreement.

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

29.05 Alternative Service. Should Contractor, for any reason, except the occurrence or existence of any of the events or conditions set forth in Section 25.04 [Uncontrollable Circumstances], refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste



which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City will have the right to Agreement with another Solid Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide twenty-four (24) hours prior written notice to Contractor during the period of such event, before contracting with another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise collect pursuant to this Agreement for the duration of period during which Contractor is unable to provide such services. In such event, Contractor must undertake commercially reasonable efforts to identify sources from which such substitute Solid Waste services are immediately available and must reimburse City for all of its expenses for such substitute services during period in which Contractor is unable to provide Collection services required by this Agreement.

29.06 Survival of Certain Contractor Obligation. Notwithstanding the termination of this Agreement by Contractor or City, Contractor's obligation to indemnify, defend and hold City and City Indemnitees harmless as provided in this Agreement shall survive termination for five (5) years from the date of termination. Notwithstanding the termination of this Agreement by Contractor or City, such act shall not automatically invalidate or cancel any insurance policy, letter of credit, performance bond or similar instruments provided by Contractor under this Agreement and such policies, letters of credit, performance bonds and other instruments shall remain in full force and effect for one full year after termination.

## Article 30. Modifications to the Agreement

30.01 City-Directed Change. City has the power to make changes in this Agreement to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Collection Services as may from time-to-time be necessary and desirable for the public welfare. The size of Collection Containers specified herein for Bundled Service are designed to meet the requirements of the State's recycling mandates including AB 341, AB 1826 and SB 1383, and to be appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organics Waste Processing Facilities at the start of this Agreement. The capabilities and capacities of such facilities may change during the term of this Agreement; as such City reserves the right to redirect materials to alternate facilities and change the designated sizes of Carts and/or Bins in Bundled Services in accordance with any such changes. City will give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters, and agrees to adjust Service Rates to reflect additional costs borne by Contractor. The scope and method of providing Collection Services as referenced herein will be liberally construed to include procedures, operations and obligations, financial or otherwise, of Contractor. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Article. City and Contractor will not unreasonably withhold agreement to such compensation adjustment. Should agreement between City and Contractor on compensation adjustment not be reached within six months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 30.02.

30.01.1 Change in Law. City and Contractor understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Collection legislation, and that these and other changes in Applicable Law in the future which mandate certain actions or programs for counties, municipalities or Contractor may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Contractor agrees that the terms and provisions of the City of Santa Clarita Municipal Code, as it now exists or as it may be amended in the future (in a manner not inconsistent with this Agreement), will apply to all of the provisions of this Agreement and the Service Recipients of Contractor located within the Service Area. In the event any future change in Federal law or regulations, State or local law of regulation, or the City Code materially alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement will be adjusted in accordance with Section 6.07. Nothing contained in this Agreement will require any party to perform any act or function contrary to law. 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, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any Change in Law or modification in the Agreement under this Article. City and Contractor will not unreasonably withhold agreement to such compensation adjustment. Should agreement between City and Contractor on compensation adjustment not be reached within six months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 30.02.

30.02 Arbitration. Arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the parties), the parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision. Each party shall bear its own costs and expenses of any arbitration. Each party shall pay one-half of the costs of the arbitrator.

## Article 31. Legal Representation

31.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract will be interpreted strictly against the party preparing the same will not apply due to the joint contributions of both parties.

## Article 32. Conflict of Interest

32.01 Financial Interest. Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

## Article 33. Contractor's Personnel

33.01 Displaced Employees. Contractor shall offer employment to all qualified displaced employees of the City's two franchisees from the prior Exclusive Solid Waste Franchise Agreement. Contractors must retain these displaced employees for a period of not less than 90 days, as provided for in Chapter 4.6, Sections 1070 through 1076 of the California Labor Code. Contractor shall make information about wage rates, benefits and job classifications of employees available to the City prior to any subsequent procurement for solid waste collection.

33.02 Personnel Requirements. Contractor shall assign only qualified personnel to perform all services required under this Agreement, and shall be responsible for ensuring its employees comply with this Agreement and all Applicable Laws related to their employment and position. Contractor's employees, officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as being employees or officials of City. City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of their duties under this Agreement.

33.03 Agreement Manager. Contractor shall designate a qualified employee to serve as its Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior to the Commencement Date of this Agreement and annually by January 1st of each subsequent Calendar Year of this Agreement and any other time the person in that position changes. The Agreement Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection Services in the Service Area. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

33.04 Service Supervisor. Contractor shall assign a qualified employee to serve as is Service Supervisor to be in charge of the Collection Service within the Service Area and must provide the name of that person in writing to the Agreement Administrator on or before the Commencement Date, and thereafter annually before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor changes the employee serving in that position changes. The Service Supervisor must be physically located in the Service Area and available to the Agreement Administrator through the use of telecommunication equipment at all times that Contractor is providing Collection Services. In the event the Service Supervisor is unavailable due to illness or vacation, Contractor must designate an substitute acceptable to the City who shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

33.05 Key Operations Staff. Contractor shall provide a full-time Key Operations Staff consisting at a minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical Supervisor; and one (1) Service Recipient Service Supervisor 100% dedicated to the City. Each Key Operations Staff will provide the following to City Staff: email address, phone number, cell phone number and office address.

33.06 Sustainability/Compliance Staff. In accordance with Section 20.01, Contractor shall provide full time Sustainability/Compliance Staff, whose primary duties are dedicated to the City.

33.07 Field Personnel. Contractor's field operations personnel are required to wear a clean uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

33.08 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the performance of the Services, Contractor shall not, in any manner, employ any person or contract with any person so that any part of this Agreement is so performed by such person would be subject to the workers' compensation laws of the State of California unless and until Contractor gives City a certificate of consent to self-insure or a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor hires any subcontractor who has employees to perform the any part thereof, then Contractor shall either require the subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers' Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance under this Agreement, Contractor shall provide to the City evidence of any Workers' Compensation Insurance Coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, its agents, and its subcontractors.

33.09 Employment & Labor Practices. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from Contractor's personnel and labor practices. All duties of Contractor under this paragraph shall survive termination of this Agreement.

33.10 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any and all subcontractors, if any, and shall require any subcontractors to maintain all applicable federal, state, and local licenses required for the work they are assigned to perform. Contractor shall require any subcontractors performing work in the City to enter into a written contract that requires such subcontractors to agree they are independent contractors and have no other agency relationship with City.

## Article 34. Exempt Waste

34.01 Contractor is not required to Collect or dispose of Exempt Waste but may offer such services. All such Collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by Contractor must be in strict compliance with all Applicable Laws.

## Article 35. Independent Contractor

35.01 In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant or employee of City. Contractor will have exclusive control of

the details of the services and work performed and over all persons performing such services and work. Contractor is 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 will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which accrued to City employees and Contractor expressly waives any claim to such benefits.

35.02 Subcontractors. Contractor will require all subcontractors performing work in the City to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor agrees that Contractor and subcontractor are independent contractors and have no other agency relationship with City.

## Article 36. Laws to Govern

36.01 The law of the State of California governs the rights, obligations, duties and liabilities of City and Contractor under this Agreement and govern the interpretation of this Agreement.

## Article 37. Consent to Jurisdiction

37.01 The parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

## Article 38. Assignment

38.01 No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by Contractor without the express prior written consent of the City. City will have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by Contractor without the express written consent of the City will be null and void and will be grounds for City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to Contractor, and upon the date of such notice Contract will be deemed immediately terminated, and upon such termination all liability of City under this Contract to Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate with other contractors, for the services that are the subject of this Agreement. In the event of any assignment approved by City, the assignee must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of Contractor may be undertaken upon notice to City, but without the requirement for its approval. For purposes of this provision, "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

38.02 The use of a subcontractor to perform services under this Contract will not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the Agreement Administrator to subcontract such services and the Agreement Administrator has approved a subcontractor who will perform such services. Contractor will be responsible for directing the work of

3324 Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor will be the  
3325 sole responsibility of Contractor. The Agreement Administrator will have the right to require the removal of  
3326 any approved subcontractor for reasonable cause.

## 3327 Article 39. Compliance with Laws

3328 39.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws,  
3329 including, without limitation, the Santa Clarita Municipal Code.

3330 39.02 City shall provide written notice to Contractor of any planned amendment of the Santa  
3331 Clarita Municipal Code that would substantially affect the performance of Contractor's services pursuant to  
3332 this Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's  
3333 approval of such an amendment.

## 3334 Article 40. Permits and Licenses

3335 40.01 Contractor shall obtain, at its own expense, all permits, and licenses required by law or  
3336 ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor must  
3337 provide proof of such permits, licenses or approvals and must demonstrate compliance with the terms and  
3338 conditions of such permits, licenses and approvals upon the request of the Agreement Administrator.

3339 40.02 The Contractor must have a valid City of Santa Clarita Business Tax Certificate throughout  
3340 the term of the Franchise Agreement.

## 3341 Article 41. Ownership of Written Materials

3342 41.01 Contractor hereby grants City a non-exclusive license as to all reports, documents,  
3343 brochures, public education materials, and other similar written, printed, electronic or photographic materials  
3344 developed by Contractor at the request of City or as required under this Agreement, and intended for public  
3345 use, without limitation or restrictions on the use of such materials by City. Contractor may not use such  
3346 materials that specifically reference City for other purposes without the prior written consent of the  
3347 Agreement Administrator. This Article 41 does not apply to ideas or concepts described in such materials  
3348 and does not apply to the format of such materials.

## 3349 Article 42. Waiver

3350 42.01 Waiver by City or Contractor of any breach for violation of any term covenant or condition  
3351 of this Agreement will not be deemed to be a waiver of any other term, covenant or condition or any  
3352 subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent  
3353 acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will  
3354 not be deemed to be a waiver by City of any breach for violation of any term, covenant or condition of this  
3355 Agreement.

## Article 43. Prohibition Against Gifts

43.01 Contractor represents that Contractor is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or designated employee any gifts prohibited by the City.

## Article 44. Point of Contact

44.01 The day-to-day dealings between Contractor and City will be between Contractor and the Agreement Administrator.

## Article 45. Notices

45.01 Except as provided in this Agreement, 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 and to the place for giving of notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the City:

Environmental Services Manager, Darin Seegmiller  
City of Santa Clarita Neighborhood Services Department  
23920 Valencia Blvd. Suite 120  
Santa Clarita, CA 91355  
Telephone: 661-286-4098  
email: dseegmiller@santa-clarita.com

As to the Contractor:

Burrtec Waste Industries, Cole Burr  
9890 Cherry Avenue  
Fontana CA 92335  
Telephone: 909-429-4200  
email: cole@burrtec.com

45.02 Notices will 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.

45.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor through the Customer Service System by the end of the Work Day.

3386

## Article 46. Transition to Next Contractor

3387           46.01     In the event Contractor is not awarded an extension or new contract to continue to provide  
3388 Collection Services following the expiration or early termination of this Agreement, Contractor will cooperate  
3389 fully with City and any subsequent contractors to assure a smooth transition of services described in this  
3390 Agreement. Such cooperation will include but not be limited to transfer of computer data, files and tapes;  
3391 providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing  
3392 a complete inventory of all Collection Containers; providing adequate labor and equipment to complete  
3393 performance of all Collection Services required under this Agreement; taking reasonable actions necessary  
3394 to coordinate the transfer and/or disposal of carts and bins, as appropriate; coordinating Collection of  
3395 Materials set out in new containers if new containers are provided for a subsequent Agreements and  
3396 providing other reports and data required by this Agreement.

3397

## Article 47. Contractor's Records

3398           47.01     Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and  
3399 accurate financial and accounting records, pertaining to cash, billing and disposal transactions for the  
3400 franchise area, prepared on an accrual basis in accordance with generally accepted accounting principles.  
3401 These records and reports are necessary for the City to properly administer and monitor the Agreement and  
3402 to assist the City in meeting the requirements of the Act. The Contractor shall keep and preserve, during the  
3403 Term of this Agreement, and for a period of not less than four (4) years following expiration or other  
3404 termination hereof or for any longer period required by law, full, complete and accurate records as indicated  
3405 in the Agreement.

3406           47.02     Any records or documents required to be maintained pursuant to this Agreement must be  
3407 made available for inspection or audit for the purposes set forth in Section 17.02.3, at any time during regular  
3408 business hours, upon written request by the Agreement Administrator, the City Attorney, City Auditor, City  
3409 Manager, or a designated representative of any of these officers. Copies of such documents will be provided  
3410 to City electronically, available to City for inspection at the local Contractor office, or an alternate site if  
3411 mutually agreed upon.

3412           47.02.1 Contractor acknowledges that City is legally obligated to comply with the California  
3413 Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or  
3414 information contained therein, ("Records") which Contractor is required to provide to City under this  
3415 Agreement, to be of a proprietary or confidential nature. In such instances, Contractor will inform City in  
3416 writing of which records are considered propriety or confidential and shall identify the statutory exceptions  
3417 to disclosure provided under the CPRA that legally permit non-disclosure of the Records. At such time as  
3418 City receives a request for records under the CPRA or Federal Freedom of Information Act ("FOIA") or a  
3419 subpoena or other court order requesting disclosure of the Records, City will notify Contractor of the  
3420 request, subpoena or order and of City's obligation and intent to provide a response within ten (10) calendar  
3421 days. Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure of the  
3422 Records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent  
3423 jurisdiction staying or enjoining the disclosure of the Records. If Contractor fails to timely respond, then City  
3424 may proceed to disclosure the Records in which event Contractor agrees waives and releases City of any



liability for the disclosure of the Records. In the event Contractor seeks a court order to stay or enjoining the disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its Council, elected and appointed board or commission members, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description, whether judicial, quasi-judicial or administrative in nature, arising or resulting from or in any way connected with the subject CPRA or FOIA request for the Records. This Indemnity shall survive the expiration or termination of this Agreement.

47.03 Where City has reason to believe that such records or documents may be lost or discarded in the event of 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 records and documents will be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

## Article 48. Entire Agreement

48.01 This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the parties, and the Agreement will not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties.

## Article 49. Severability

49.01 If any provision of this Agreement or the application of it to any person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

## Article 50. Right to Require Performance

50.01 The failure of City at any time to require performance by Contractor of any provision of this Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## Article 51. All Prior Agreements Superseded

51.01 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

3460 **Article 52. Headings**

3461           52.01   Headings in this document are for convenience of reference only and are not to be  
3462 considered in any interpretation of this Agreement.

3463 **Article 53. Exhibits**

3464           53.01   Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each  
3465 such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any  
3466 conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

3467 **Article 54. Attorney’s Fees**

3468           54.01   In the event that litigation is brought by a party in connection with this Agreement, the  
3469 prevailing party will be entitled to recover from the opposing party all costs and expenses, including  
3470 reasonable attorneys’ fees, incurred by the prevailing party in the exercise of any of its rights or remedies  
3471 under this Agreement or the enforcement of any of the terms, conditions, or provisions of this Agreement.

3472 **Article 55. Effective Date**

3473           55.01   This Agreement will become effective when it is properly executed by City and Contractor  
3474 and Contractor will begin Collection Services under this Agreement as of July 1, 2023.  
3475

3476 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective  
3477 date(s) below each signature.

3478 CITY OF SANTA CLARITA BURRTEC WASTE INDUSTRIES INC.

3479 A General Law City

3480 By: \_\_\_\_\_ By: \_\_\_\_\_

3481 Cole Burr

3482

3483 Title: \_\_\_\_\_ By: \_\_\_\_\_

3484 President

3485

3486 ATTEST: \_\_\_\_\_ By: \_\_\_\_\_

3487 City Clerk Tracy Burr

3488 APPROVED AS TO FORM

3489 City Attorney \_\_\_\_\_

3490 Secretary

3491 By: \_\_\_\_\_

3492

3493  
3494

## Exhibit 1 City Approved Service Rates

### Single-Family Dwelling Maximum Service Rates

Service Descriptions	Billing Frequency	Approved Maximum Rate
Standard Single-Family Automated Cart Service (96-Gallon Garbage, 96-Gallon Recycling, 96-Gallon Organic Waste)	per month	\$29.87
64-Gallon Single-Family Automated Cart Service (64-Gallon Garbage, 96-Gallon Recycling, 96-Gallon Organic Waste)	per month	\$27.05
32-Gallon Single-Family Automated Cart Service (32-Gallon Garbage, 96-Gallon Recycling, 96-Gallon Organic Waste)	per month	\$25.48
Additional Garbage Cart	per month	\$6.32
Additional Recycling Cart	per month	N/C
Additional Organics Cart	per month	N/C
Restart of Service (Auto-Resume Fee)	per occurrence	\$22.72
Cart Delivery	per occurrence	N/C
Cart Removal	per occurrence	N/C
Cart Exchange to Larger Cart (in excess of one per year)	per occurrence	\$18.76
Residential Cart Replacement Fee	per occurrence	\$80.81
Senior or Low Income Discount	N/A	20.00%
Organics/Recycling Contamination Fee	per occurrence	\$66.24

Single-Family Bin Rates (requires and includes a minimum of one cart for each of the remaining material types)	Billing Frequency	Approved Maximum Rate
1.5 - Cubic Yard Bin - serviced 1/week	per month	\$120.63
2 - Cubic Yard Bin - serviced 1/week	per month	\$141.82
3 - Cubic Yard Bin - serviced 1/week	per month	\$184.94
4 - Cubic Yard Bin - serviced 1/week	per month	\$237.24

Additional Misc. Single-Family Rates:	Billing Frequency	Approved Maximum Rate
Roll Out/Backyard Pull-out Service Residential	per month	\$14.94
Roll Out/Backyard Pull-out Service Residential (Senior)	per month	\$11.95
Stinger/Scout Service - Bins	per bin/per service	\$49.56
Locking Cart	per month	\$17.65
Extra Trash Pickup (per cart) on scheduled pick up day	per occurrence	\$7.07
Extra Trash Pickup (per cart) on non-scheduled pick up day	per occurrence	\$14.14
Extra Trash Pickup (per bin)	per occurrence	\$52.98
Extra Bulky Item Collection (in excess of four per year)		
Residential (up to three items)	per occurrence	\$22.40
Residential (Senior) (up to three items)	per occurrence	\$17.92
Bin Replacement + actual cost of bin	per occurrence	\$115.45
Additional Cart Cleanings (in excess of one per year)	per occurrence	\$18.05
Additional Bin Cleanings (in excess of one per year)	per occurrence	\$57.62
Return Check Fee (NSF)	per occurrence	\$25.00
Late Fees	per month	10.0%

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# Multi-Family Dwelling Maximum Service Rates

**MFD: Multi-Family Dwelling with Individual Cart Service**

Rate Schedule Effective 01/01/2025

**NOTE:**

All Multi-Family Dwelling Trash Rates include the equivalent volume of recycling and one 32-Gallon Organic Waste cart per 2-cubic yards of garbage as part of the Bundled Trash rates. Any increased or additional collection service request for Recycling/Organic Waste/Green Waste/Food Waste will be charged per the Multi-Family Dwelling Maximum Service Rate sheet.

Service	Billing Frequency	Collection Frequency					
		1/week	2/week	3/week	4/week	5/week	6/week
Multi-Family Garbage							
32-Gallon Cart	per month	\$ 37.22	\$ 72.65	\$ 108.09	\$ 143.17	\$ 178.23	\$ 213.34
64-Gallon Cart	per month	\$ 43.57	\$ 85.37	\$ 127.16	\$ 168.59	\$ 210.01	\$ 251.46
96-Gallon Cart	per month	\$ 49.93	\$ 98.10	\$ 146.25	\$ 194.05	\$ 241.85	\$ 289.66
1 / 1.5 CY Bin	per month	\$ 120.63	\$ 237.83	\$ 355.08	\$ 471.60	\$ 588.14	\$ 704.68
2 CY Bin	per month	\$ 141.82	\$ 280.27	\$ 418.72	\$ 556.45	\$ 694.21	\$ 831.96
3 CY Bin	per month	\$ 184.94	\$ 365.82	\$ 546.66	\$ 726.72	\$ 906.77	\$ 1,086.84
4 CY Bin	per month	\$ 237.24	\$ 469.62	\$ 701.97	\$ 933.36	\$ 1,164.77	\$ 1,396.14
6 CY Bin	per month	\$ 334.28	\$ 662.29	\$ 990.31	\$ 1,317.09	\$ 1,643.85	\$ 1,970.61
2 CY Compactor	per month	\$ 190.42	\$ 376.91	\$ 563.42	\$ 749.12	\$ 934.85	\$ 1,120.57
3 CY Compactor	per month	\$ 253.64	\$ 502.59	\$ 751.51	\$ 999.54	\$ 1,247.54	\$ 1,495.58
6 CY Compactor	per month	\$ 452.33	\$ 899.06	\$ 1,345.76	\$ 1,791.35	\$ 2,236.95	\$ 2,682.52
Multi-Family Dwelling Recycling Only							
32-Gallon Cart	per month	\$ 29.23	\$ 51.52	\$ 59.59	\$ 75.99	\$ 92.39	\$ 108.77
64-Gallon Cart	per month	\$ 31.31	\$ 55.61	\$ 65.67	\$ 84.06	\$ 102.45	\$ 120.83
96-Gallon Cart	per month	\$ 33.59	\$ 60.05	\$ 72.29	\$ 92.83	\$ 113.38	\$ 133.93
1 / 1.5 CY Bin	per month	\$ 92.57	\$ 152.51	\$ 209.96	\$ 262.75	\$ 311.37	\$ 356.22
2 CY Bin	per month	\$ 101.19	\$ 164.74	\$ 225.88	\$ 284.63	\$ 341.22	\$ 395.69
3 CY Bin	per month	\$ 116.82	\$ 187.65	\$ 256.04	\$ 322.11	\$ 385.93	\$ 447.66
4 CY Bin	per month	\$ 132.44	\$ 210.52	\$ 286.20	\$ 379.95	\$ 430.61	\$ 499.67
6 CY Bin	per month	\$ 192.97	\$ 322.03	\$ 451.01	\$ 580.03	\$ 709.03	\$ 838.02
2 CY Compactor	per month	\$ 126.97	\$ 232.11	\$ 293.71	\$ 380.77	\$ 467.83	\$ 554.90
3 CY Compactor	per month	\$ 160.87	\$ 280.89	\$ 400.91	\$ 520.93	\$ 640.95	\$ 760.99
6 CY Compactor	per month	\$ 302.69	\$ 531.85	\$ 760.96	\$ 990.10	\$ 1,219.21	\$ 1,448.32
Multi-Family Organic Waste Only (Green Waste and Food Waste)							
32-Gallon Cart	per month	\$ 63.94	\$ 114.72	\$ 161.23	\$ 208.18	\$ 263.25	\$ 301.39
64-Gallon Cart	per month	\$ 89.28	\$ 165.31	\$ 237.07	\$ 309.25	\$ 389.57	\$ 452.97
96-Gallon Cart	per month	\$ 114.63	\$ 215.89	\$ 312.91	\$ 410.33	\$ 515.90	\$ 604.54
1 / 1.5 CY Bin	per month	\$ 236.40	\$ 418.04	\$ 588.58	\$ 757.72	\$ 925.20	\$ 1,093.04
2 CY Bin	per month	\$ 295.00	\$ 539.92	\$ 768.69	\$ 998.92	\$ 1,260.06	\$ 1,457.09
Multi-Family Dwelling Green Waste Only (if applicable)							
64-Gallon Cart	per month	\$ 33.86	\$ 58.26	\$ 81.92	\$ 104.24	\$ 125.35	\$ 145.39
96-Gallon Cart	per month	\$ 38.55	\$ 67.66	\$ 96.02	\$ 123.04	\$ 148.85	\$ 173.58
1 / 1.5 CY Bin	per month	\$ 97.73	\$ 167.10	\$ 234.28	\$ 297.44	\$ 356.94	\$ 413.18
2 CY Bin	per month	\$ 110.96	\$ 190.70	\$ 266.80	\$ 339.89	\$ 410.17	\$ 477.92
3 CY Bin	per month	\$ 136.05	\$ 232.11	\$ 326.07	\$ 417.97	\$ 507.94	\$ 596.10
Multi-Family Dwelling Food Waste Only (if applicable)							
32-Gallon Cart	per month	\$ 64.28	\$ 115.43	\$ 162.27	\$ 209.57	\$ 265.00	\$ 303.48
64-Gallon Cart	per month	\$ 89.93	\$ 166.60	\$ 239.01	\$ 311.83	\$ 392.80	\$ 456.84
96-Gallon Cart	per month	\$ 115.57	\$ 217.79	\$ 315.74	\$ 414.11	\$ 520.63	\$ 610.21
1 / 1.5 CY Bin	per month	\$ 237.85	\$ 420.95	\$ 592.94	\$ 763.54	\$ 932.48	\$ 1,101.78
2 CY Bin	per month	\$ 296.94	\$ 543.79	\$ 774.51	\$ 1,006.68	\$ 1,269.76	\$ 1,468.73



# Commercial Maximum Service Rates

Rate Schedule Effective 01/01/2025

**NOTE:**

All Commercial Trash Rates will include the equivalent volume of recycling and one 32-Gallon Organic Waste Cart per 2-cubic yards of garbage as part of the Bundled Trash rates. Any increased or additional collection service request for Recycling/Organic Waste/Green Waste/Food Waste will be charged per the Commercial Maximum Service Rate sheet.

Service	Billing Frequency	Collection Frequency					
		1/week	2/week	3/week	4/week	5/week	6/week
Commercial Garbage							
32-Gallon Cart	per month	\$ 37.22	\$ 72.65	\$ 108.09	\$ 143.17	\$ 178.23	\$ 213.34
64-Gallon Cart	per month	\$ 43.57	\$ 85.37	\$ 127.16	\$ 168.59	\$ 210.01	\$ 251.46
96-Gallon Cart	per month	\$ 49.93	\$ 98.10	\$ 146.25	\$ 194.05	\$ 241.85	\$ 289.66
1 / 1.5 CY Bin	per month	\$ 120.63	\$ 237.83	\$ 355.08	\$ 471.60	\$ 588.14	\$ 704.68
2 CY Bin	per month	\$ 141.82	\$ 280.27	\$ 418.72	\$ 556.45	\$ 694.21	\$ 831.96
3 CY Bin	per month	\$ 184.94	\$ 365.82	\$ 546.66	\$ 726.72	\$ 906.77	\$ 1,086.84
4 CY Bin	per month	\$ 237.24	\$ 469.62	\$ 701.97	\$ 933.36	\$ 1,164.77	\$ 1,396.14
6 CY Bin	per month	\$ 334.28	\$ 662.29	\$ 990.31	\$ 1,317.09	\$ 1,643.85	\$ 1,970.61
2 CY Compactor	per month	\$ 190.42	\$ 376.91	\$ 563.42	\$ 749.12	\$ 934.85	\$ 1,120.57
3 CY Compactor	per month	\$ 253.64	\$ 502.59	\$ 751.51	\$ 999.54	\$ 1,247.54	\$ 1,495.58
6 CY Compactor	per month	\$ 452.33	\$ 899.06	\$ 1,345.76	\$ 1,791.35	\$ 2,236.95	\$ 2,682.52
Commercial Recycling Only							
32-Gallon Cart	per month	\$ 29.23	\$ 51.52	\$ 59.59	\$ 75.99	\$ 92.39	\$ 108.77
64-Gallon Cart	per month	\$ 31.31	\$ 55.61	\$ 65.67	\$ 84.06	\$ 102.45	\$ 120.83
96-Gallon Cart	per month	\$ 33.59	\$ 60.05	\$ 72.29	\$ 92.83	\$ 113.38	\$ 133.93
1 / 1.5 CY Bin	per month	\$ 92.57	\$ 152.51	\$ 209.96	\$ 262.75	\$ 311.37	\$ 356.22
2 CY Bin	per month	\$ 101.19	\$ 164.74	\$ 225.88	\$ 284.63	\$ 341.22	\$ 395.69
3 CY Bin	per month	\$ 116.82	\$ 187.65	\$ 256.04	\$ 322.11	\$ 385.93	\$ 447.66
4 CY Bin	per month	\$ 132.44	\$ 210.52	\$ 286.20	\$ 379.95	\$ 430.61	\$ 499.67
6 CY Bin	per month	\$ 192.97	\$ 322.03	\$ 451.01	\$ 580.03	\$ 709.03	\$ 838.02
2 CY Compactor	per month	\$ 126.97	\$ 232.11	\$ 293.71	\$ 380.77	\$ 467.83	\$ 554.90
3 CY Compactor	per month	\$ 160.87	\$ 280.89	\$ 400.91	\$ 520.93	\$ 640.95	\$ 760.99
6 CY Compactor	per month	\$ 302.69	\$ 531.85	\$ 760.96	\$ 990.10	\$ 1,219.21	\$ 1,448.32
Commercial Organic Waste Only (Green Waste and Food Waste)							
32-Gallon Cart	per month	\$ 63.94	\$ 114.72	\$ 161.23	\$ 208.18	\$ 263.25	\$ 301.39
64-Gallon Cart	per month	\$ 89.28	\$ 165.31	\$ 237.07	\$ 309.25	\$ 389.57	\$ 452.97
96-Gallon Cart	per month	\$ 114.63	\$ 215.89	\$ 312.91	\$ 410.33	\$ 515.90	\$ 604.54
1 / 1.5 CY Bin	per month	\$ 236.40	\$ 418.04	\$ 588.58	\$ 757.72	\$ 925.20	\$ 1,093.04
2 CY Bin	per month	\$ 295.00	\$ 539.92	\$ 768.69	\$ 998.92	\$ 1,260.06	\$ 1,457.09
Commercial Green Waste Only (if applicable)							
64-Gallon Cart	per month	\$ 33.86	\$ 58.26	\$ 81.92	\$ 104.24	\$ 125.35	\$ 145.39
96-Gallon Cart	per month	\$ 38.55	\$ 67.66	\$ 96.02	\$ 123.04	\$ 148.85	\$ 173.58
1 / 1.5 CY Bin	per month	\$ 97.73	\$ 167.10	\$ 234.28	\$ 297.44	\$ 356.94	\$ 413.18
2 CY Bin	per month	\$ 110.96	\$ 190.70	\$ 266.80	\$ 339.89	\$ 410.17	\$ 477.92
3 CY Bin	per month	\$ 136.05	\$ 232.11	\$ 326.07	\$ 417.97	\$ 507.94	\$ 596.10
Commercial Food Waste Only (if applicable)							
32-Gallon Cart	per month	\$ 64.28	\$ 115.43	\$ 162.27	\$ 209.57	\$ 265.00	\$ 303.48
64-Gallon Cart	per month	\$ 89.93	\$ 166.60	\$ 239.01	\$ 311.83	\$ 392.80	\$ 456.84
96-Gallon Cart	per month	\$ 115.57	\$ 217.79	\$ 315.74	\$ 414.11	\$ 520.63	\$ 610.21
1 / 1.5 CY Bin	per month	\$ 237.85	\$ 420.95	\$ 592.94	\$ 763.54	\$ 932.48	\$ 1,101.78
2 CY Bin	per month	\$ 296.94	\$ 543.79	\$ 774.51	\$ 1,006.68	\$ 1,269.76	\$ 1,468.73



## Commercial & Multi-Family Dwelling Additional Services Maximum Service Rates

Service Descriptions	Billing Frequency	Approved Maximum Rate
<b>Other Services</b>		
Locking Bin, Lock on Gate, enclosure Monthly Fee	per lock per month	\$8.34
Trip Charge/Dry Run	per occurrence	\$92.94
Restart of Service (auto resume fee)	per occurrence	\$22.72
Setup Fee	per occurrence	N/C
Delivery Charge	per occurrence	N/C
Delivery Charge Commercial Carts	per occurrence	N/C
Removal	per occurrence	N/C
Exchange Fee (in excess of one time per year)	per occurrence	\$110.09
Stinger / Scout Service Fee	per bin per service	\$49.56
Organics/Recycling Contamination Fee	per occurrence	\$80.57
Extra Bin Pick Ups (on scheduled pick up day)	per bin/per occurrence	\$63.40
Extra Bin Pick Ups (on non-scheduled pick up day)	per bin/per occurrence	\$89.73
Bin Replacement (+ actual cost of bin)	per occurrence	\$115.45
Additional Bin Cleaning (in excess of one per year)	per occurrence	\$57.62
Counter Balance Lid	per month	\$12.75
Commercial Locking Bars - Initial Set Up	per occurrence	\$38.79
Commercial Locking Bars - Ongoing fee	per month	\$8.29
Overage Fee	per occurrence	\$70.57
Commercial Electronic Waste Disposal	per occurrence	\$22.40
Commercial Manure Collection (64 gallon Cart)	per month	\$59.45
Commercial Manure Collection (2 CY Bin)	per month	\$205.50
Additional Standby and Loading Time	per month	\$180.74
Emergency Services (Section 20.01)	per hour	\$270.55

## Bin Push Out Rates

Rate Schedule Effective 01/01/2025

Service	Billing Frequency	Collection Frequency					
		1/week	2/week	3/week	4/week	5/week	6/week
Bin Push Out Rates							
25-49 feet	per month	\$ 45.10	\$ 90.20	\$ 135.30	\$ 180.40	\$ 225.50	\$ 270.60
50-74 feet	per month	\$ 67.65	\$ 135.30	\$ 202.95	\$ 270.60	\$ 338.25	\$ 405.90
75-99 feet	per month	\$ 101.46	\$ 202.92	\$ 304.38	\$ 405.84	\$ 507.30	\$ 608.76
100-125 feet	per month	\$ 152.18	\$ 304.36	\$ 456.54	\$ 608.72	\$ 760.90	\$ 913.08

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**Exhibit 2**  
**City Sponsored Events**

Contractor shall provide service at no additional charge to the following City events. The City shall have the option to add additional or alternative events by written notice to the Contractor.

- Earth Arbor Day/Neighborhood Clean Up
- Cowboy Poetry Festival
- Concerts in the Park
- Senses Block Party x6
- River Rally
- Marathon



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**Exhibit 3**  
**List of City Properties and Current Service Levels – as of 2023**

Site	Bin Size	Number of Bins	Frequency	Commodity
Begonias Lane Park	3 Yard	1	2	Trash
Bouquet Canyon Park	3 Yard	2	2	Trash
	3 Yard	1	1	Green Waste
Bridgeport Park	3 Yard	1	1	Trash
	3 Yard	1	1	Green Waste
Canyon Country Community Center	3 Yard	1	3	Trash
	3 Yard	1	1	Green Waste
	3 Yard	1	3	Trash
	3 Yard	1	2	Commingle
Canyon Country Library	3 Yard	1	6	Trash
	3 Yard	1	2	Commingle
Canyon Country Park	3 Yard	2	4	Trash
	3 Yard	1	1	Green Waste
Central Park	20 Yard	2	OC	Trash
	10 Yard	1	OC	Inert
	40 Yard	1	OC	Green Waste
	20 Yard	2	OC	Green Waste
	20 Yard	1	OC	Commingle
	3 Yard	1	3	Trash
Chesebrough Park	3 Yard	2	2	Trash
Circle J Park	3 Yard	1	1	Trash
City Corporate Yard	3 Yard	1	5	Trash
	3 Yard	2	1	Commingle
City Hall	3 Yard	2	3	Trash
	65gal	1	1	Food Waste
	3 Yard	4	1	Commingle
City Sub Yard	40 Yard	1	OC	Trash
	30 Yard	1	OC	Trash
	20 Yard	1	OC	Trash
	10 Yard	1	OC	Inert
	20 Yard	1	OC	Green Waste
	40 Yard	4	OC	C&D
	20 Yard	1	OC	C&D
	10 Yard	1	OC	C&D
Copper Hill Park	3 Yard	1	1	Trash
	3 Yard	1	1	Green Waste

Site	Bin Size	Number of Bins	Frequency	Commodity
Creekview Park	3 Yard	1	1	Trash
Fair Oaks Park	3 Yard	2	1	Trash
Golden Valley Park	3 Yard	1	2	Trash
Newhall Community Center	3 Yard	2	3	Trash
	3 Yard	1	1	Commingle
Newhall Park (Boys & Girls Club)	3 Yard	2	2	Trash
	3 Yard	1	1	Commingle
Newhall Park (Pool)	20 Yard	2	OC	Trash
	20 Yard	1	OC	Green Waste
	40 Yard	1	OC	C&D
Newhall Park	20 Yard	1	OC	Trash
	40 Yard	1	OC	Trash
	20 Yard	1	OC	Green Waste
North Oaks Park	3 Yard	1	2	Trash
	3 Yard	1	1	Green Waste
	1.5 Yard	1	1	Commingle
Oak Spring Canyon Park	3 Yard	1	2	Trash
	3 Yard	1	1	Green Waste
Old Orchard Park	3 Yard	1	2	Trash
	3 Yard	1	1	Green Waste
Old Town Newhall Library	3 Yard	1	1	Trash
	3 Yard	1	2	Trash
	3 Yard	1	2	Commingle
Pamplico Park	3 Yard	1	2	Trash
	3 Yard	1	1	Green Waste
Plum Canyon Park	3 Yard	1	1	Trash
	3 Yard	1	1	Green Waste
River Village Park	3 Yard	1	2	Trash
	3 Yard	1	1	Green Waste
Santa Clarita Metrolink Station	3 Yard	1	5	Trash
	3 Yard	1	1	Commingle
Santa Clarita Park	3 Yard	1	2	Trash
	3 Yard	1	1	Green Waste
Santa Clarita Sports Complex	3 Yard	1	3	Trash
	3 Yard	2	3	Trash
	3 Yard	1	2	Commingle
	3 Yard	1	2	Commingle
Skyline Ranch Park (future)	-	-	-	-
The Cube Ice Station	3 Yard	2	2	Trash

Site	Bin Size	Number of Bins	Frequency	Commodity
	3 Yard	1	1	Commingle
Todd Longshore Park	3 Yard	1	1	Trash
	3 Yard	1	1	Green Waste
Transit Maintenance Facility	4 Yard	2	5	Trash
	3 Yard	2	2	Commingle
Valencia Glen Park	3 Yard	1	2	Trash
	3 Yard	1	1	Green Waste
	1.5 Yard	1	1	Commingle
Valencia Heritage Park	3 Yard	1	3	Trash
	10 Yard	1	OC	Trash
	3 Yard	1	1	Green Waste
Valencia Library	3 Yard	1	2	Trash
	3 Yard	1	1	Commingle
Valencia Meadows Park	3 Yard	1	2	Trash
	3 Yard	2	1	Green Waste
	1.5 Yard	1	1	Commingle
Via Princessa Park (future)	-	-	-	-
Vista Canyon Park (future)	-	-	-	-
West Creek Park	3 Yard	2	1	Trash

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## **Exhibit 4**

### **Collection Container Specifications**

#### E4.01 Cart Specifications.

E4.01.1 All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.

E4.01.2 Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

E4.01.3 Contractor must provide Carts having an approximate volume of 32, 64 and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

E4.01.4 Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

E4.01.5 Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids would be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

E4.01.6 Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

E4.01.7 Carts be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., serial number for carts), weight limit, and images of the type of materials to be Collected. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. Decals/labels showing types of materials collected in each Cart must be replaced annually.

E4.01.8 Cart and lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = trash, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

#### E4.02 Bin Specifications.

E4.02.1 Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition and without rust or dents.

E4.02.2 Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the container, must be maintained in good repair.

E4.02.3 Contractor must provide Bins having an approximate volume of 1, 2, 3, and 4-cubic yards.

E4.02.4 Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

E4.02.5 Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste." Bins must be labelled in English and Spanish.

E4.02.6 Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the rate set forth in Exhibit 1.

E4.02.7 Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

E4.02.8 Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = trash, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

#### E4.03 Roll-off Container Specifications for City Services.

Roll-off specifications shall be the same as Bin specifications E4.02.1 through E4.02.6, and E4.02.8. Roll-offs shall be provided in sizes 10, 20, 30, 40 cubic yards. Compactors shall be available in sizes 10, 20, 35, 40 cubic yards.

#### E4.04 Kitchen Food Waste Pails

Contractor is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to SFD and MFD Service Units in the Service Area during the transition phase. The initial distribution of Kitchen Food Waste Pails must be completed no later than July 1, 2023 along with educational outreach materials as approved by City, and will be provided at no additional charge (one (1) pail per Dwelling Unit). The distribution to new Service Units must be completed within three (3) Work Days of receipt of notification from City or the Service Unit.

#### E4.05 Containers End of Life

Collection Containers must be recycled at the end of their useful life.

#### E4.06 Containers Purchase

Contractor shall report all new Carts and Bins purchased pursuant to this Agreement to its address within the City, and shall report all purchases of Carts and Bins under this Agreement as attributable to the City for sales tax purposes.

## Exhibit 5

### Transition Plan

Burrtec has extensive experience in new program roll-outs ensuring success for the City of Santa Clarita franchise implementation. Transition experience includes various conversions and implementations of residential and commercial program including regulatory compliance, information materials development, container delivery and removal, mailings, advertisements, routing, billings, audits, and ongoing education.

After Contract Execution and prior to the Contract Start Date, Burrtec will provide the City of Santa Clarita an update to the Start-Up Transition Roll-Out Plan for approval. The plan will include an updated detailed timeline with activities and estimated dates including but not limited to:

- Vehicles
  - Order specifications
  - Confirmation of delivery dates
- Containers
  - Order specifications
  - Confirmation of delivery dates
  - Staging and assembly location
  - Customer container size selection
  - Distribution plan
    - Including collection of existing containers
- Employees
  - Hiring progress
  - Training
- Public Outreach and Education

A Burrtec transition provides customers with an experience that is reliable, orderly, seamless, and without service interruptions conducted thoroughly and professionally by Burrtec staff. The transition services may include the following as appropriate:

- Collect solid waste from outgoing contractor's containers
- Allow the outgoing contractor to collect from Burrtec containers
- Allow the future contractor to collect from Burrtec containers during the transition
- Service, remove and store outgoing contractor's containers after the transition
- Continue customer's services, container quantity and sizes, and applicable discounts from outgoing contractor's customer service list, including not providing containers to addresses not utilizing outgoing contractor's services

#### **1. Prior to the Start of Collection Services**

Beginning with the contract award, Burrtec will begin the implementation phase. Activities will include strategic planning of staff organization, equipment and containers, developing routes and schedules, and implementing education and program information plans. The primary focus is to prepare customers for their new collection services and programs.

An excellent example of Burrtec's commitment to a smooth transition and the epitome of ***"We'll Take Care Of It"*** is evident in Los Angeles County franchise area transitions. In these transitions, some new residents had difficulty starting curbside services for the period preceding the new

franchise program effective date. In the spirit of Burrtec's dedication to customer service, curbside collection services were started prior to the franchise effective date at no charge to the customer.

Our approach is divided into the following scheduled phases.

a. Proposal/Negotiation Phase

The Burrtec senior management team will work together throughout the proposal and contract negotiation phase. Depending on the issues, one or more team members will be involved. Mr. Burr, Ms. Sweeney, and Mr. Verner will lead the negotiations and have full authority to commit the company to contractual obligations.

b. Start-Up/Transition Phase

Once the contract is authorized, Burrtec will immediately go into a start-up/transition phase. The same senior management team members will work on implementing their respective areas. All needed equipment will be ordered with delivery commitments consistent with the start-up schedule.

The senior management team has developed numerous detailed plans and procedures for past transitions with no service or operational issues for the jurisdiction, its businesses, or residents. Burrtec's previous City of San Bernardino and Los Angeles County franchise implementations were very successful and well-received by the affected communities.

c. Contract Phase

Once the transition phase is completed, the organization quickly settles into a more traditional contract management phase. Mr. Verner, the facility's division manager will be the key day-to-day contact and responsible for daily operating decisions. The senior management team will remain advisory to the division manager, ensuring the full implementation of all contract compliance, company directives, and procedures are maintained.

Burrtec successfully manages ten hauling locations and has effective and proven management systems in place. Daily, weekly and monthly communications, reports, and meetings coordinate this effort, assuring the customer that ***"We'll Take Care Of It."***

2. **Customer Communications & Selection of Equipment**

General information about Burrtec and the transition plan will be one of the first elements of customer communications. The container size and quantity selection, new container colors, delivery schedule, and collection day schedule will follow. Customers will receive several notices and updates throughout the transition period keeping them informed and prepared.

Communication methods include local newspapers, mailers, and flyers/posters at community centers. Burrtec's website and social media platforms will contain informational updates and postings. Containers are provided based on the current level of service and include supplemental deliveries for missing program elements, ensuring customers receive a full complement of services. Customers will have the opportunity to contact the customer service department and adjust container sizes prior to delivery. As part of the container delivery, Burrtec will provide an outreach package, which includes detailed information on the services offered for recyclables and organics waste, bulky item collections, and proper disposal alternatives of unpermitted waste.

Distributing Food Waste Pails to Customers

Burrtec will deliver food waste pails before the service start date to single-family and multi-family service recipients for no additional fee. Detailed educational materials on food waste recycling will be included at the time of delivery.

### 3. Employee Retention

Prior to the service start date, Burrtec will secure a venue within the franchise area such as the Hyatt Valencia, Embassy Suites, or other comparable locations, and invite prospective employees and their families to learn about Burrtec's culture, competitive pay, and benefits, and learn why nearly half of the current drivers at Burrtec average more than 20 years of service with the company. Employees migrating from the previous contractor to Burrtec will retain their current pay rate, seniority, and pre-approved vacations. Prospective employees will be required to provide a DMV driving record, and undergo a physical evaluation once an offer of employment is accepted. Newly hired employees will be welcomed at orientation, participate in OSHA and DOT compliant safety training, and become familiar with the Burrtec philosophy, *"We'll Take Care Of It!"* before service commences.

All Burrtec staff members who provide services to the City of Santa Clarita will receive detailed information and training to prepare them for the new contract. Training will enable Burrtec to provide a high level of service throughout the contract term

#### A. Training Route Drivers

All new drivers undergo training on solid waste and recycling programs, new container colors, and the proper and safe use of the specific collection vehicles. Training includes onboard systems, ride-along, and in-field evaluations, including driving and operating the equipment. The Division Manager and Route Supervisor routinely conduct driver training briefings to maintain safe and efficient operating standards. The local manager conducts a final competency evaluation and verification to validate that the driver can safely operate the specific collection vehicle. "On the Route" field observations assure that drivers are maintaining safe work habits and excellent customer service standards.

#### B. Training: CSRs

It is imperative that CSRs understand the City of Santa Clarita's programs and report to the local, Santa Clarita Hauling Division, for their shifts. New CSRs will be trained on Burrtec's custom software and the *"We'll Take Care Of It"* customer philosophy.

#### C. Training: Mechanics

New mechanics will be trained in Burrtec's "Stop the Drop" program, Department of Transportation Out of Service Criteria, and will be eligible to participate in collegiate level and vendor sponsored training events. OSHA compliant safety trainings and company policies will also be covered throughout the employee's tenure.

### 4. Transition Services

#### a) Regular Meetings

Regular meetings among Burrtec and City staff are essential to a successful transition program throughout the agreement term. Coordination of activities, reporting, and customer service are routinely discussed, developing action plans that produce positive and effective results. Collaborative meetings are essential during the initial transition stages while customers become familiar with Burrtec and come to understand the *"We'll Take Care Of It"* philosophy.

#### b) Activated Phone Lines



Customers utilize an existing phone number to call and ask questions about the new solid waste and recycling programs.

With minimal auto-attendant features, experienced Burrtec customer service staff located at our Santa Clarita office are prepared to answer all questions “live”, and in a helpful, courteous manner with bilingual (Spanish and other languages as requested) skills available.

Customer service will staff phone lines between 8:00 a.m. and 5:00 p.m. Monday through Friday and on Saturdays between 8:00 a.m. and 12:00 p.m. following observed holidays during the transition period and over the contract term. An automated telephone answering system will take messages from callers outside these hours. Customer Service Representatives will follow up on each message the following business day.

c) Determining Routes

Burrtec will utilize the existing collection schedule as a basis to begin service. Future service level adjustments and additional services may require Burrtec to generate newly optimized routes to reduce wear and tear on the streets. The operations team has worked in the Santa Clarita Valley for a number of years is very experienced in developing efficient and safe routes. Customers will receive information indicating weekly collection schedules, new cart colors, and have the opportunity to speak with our local Customer Service Representatives should they have any questions about their scheduled pick-up day.

d) Vehicle and Container Delivery from Manufacturer

Burrtec's vendors are prepared to address any additional needs for the awarded service area. This includes the production and delivery of vehicles and containers as needed. Detailed logistics and timelines will be submitted to the City as required. Burrtec will secure a location or utilize the existing hauling yard for staging.

**5. Public Outreach and Education Activities**

A key to overall customer satisfaction and participation in waste diversion activities is providing detailed educational programs and information. In partnership with The Musella Group, Burrtec gears its outreach based on the needs of the various customer groups ensuring we provide relevant, engaging, and consistent information on all City and CalRecycle requirements.

As a part of the transition, Burrtec will identify these groups and design the educational material accordingly. These customer groups will include single-family, multi-family residents, Tier 1 & Tier 2 commercial edible food generators, and commercial services.

Burrtec's in-house capability to produce educational and promotional material in a bilingual (Spanish or other required languages) format is a critical asset for any transition period.

Burrtec Web Site

Burrtec's website at Burrtec.com/SCV will be updated with the City's specific collection program and services, including but not limited to:

- Transition plan
- Collection schedules
- Notices
- Program descriptions
- Service brochure

The City specific website is an additional tool for customers to obtain accurate and current information on recycling programs, household hazardous waste disposal, special collections, and SB 1383 program requirements. The website can also include links to the City of Santa Clarita website for additional program information requested by the City.

## **6. Transition Coordination**

### **a) Coordinated Customer Service Data**

Burrtec will coordinate the transfer of customer data with the incumbent service provider. All pertinent customer information will be downloaded into new customer records. Information includes customer account number, service details, contact information, gate and access codes, roll-out services, or specific container staging and access information.

Using internal audit and mapping teams, Burrtec will identify all customers not currently receiving solid waste collection service, secure the customer's data, and provide them with program information.

### **b) Old Containers**

Burrtec is committed to working with the current service providers, customers, and City staff to make this transition as smooth as possible. As part of a typical transition plan, Burrtec will schedule the removal and collection of any old containers from customers and coordinate a seamless exchange for those customers that may be using containers from their current hauler.

## **7. Transition Schedule**

<i>Phase / Activity</i>	<i>Start Date</i>	<i>End Date</i>
<b>(1) PRE-CONTRACTING PHASE</b>		
(a) City identifies recommended proposer.		05/31/22
(b) Order Collection Vehicles	8/01/22	08/31/22
<b>(2) CONTRACTING PHASE</b>		
(a) Contract Award/Execute Agreement		07/01/22
(b) Insurance		08/01/22
(c) Performance Security		08/01/22
(d) Execute Agreement		09/01/22
(e) Contracting Fee		10/01/22
<b>(3) TRANSITION PHASE</b>		
(a) Transition Activities:		
(i) Transition Planning	09/01/22	06/30/23
(ii) Transition Team Meetings (Weekly)	08/01/22	06/01/23
(iii) After Action Meeting		08/01/23
(b) Employment Activities:		
(i) Invitation to Apply		05/01/23
(ii) Recruitment / Family Fair	05/15/23	06/01/23
(iii) Employment Start Date		07/02/23
(c) Equipment Activities:		
(i) Collection Vehicles	01/01/23	05/15/23
(ii) Residential Cart Production	04/01/23	06/01/23
(iii) Commercial Bin Procurement	04/01/23	06/01/23
(iv) Residential Cart Distribution / Removal	06/01/23	06/30/23
(v) Commercial Bin Distribution / Removal	06/01/23	06/30/23
(d) Customer Activities:		
(i) CSR at City Hall	As Needed	As Needed

<i>Phase / Activity</i>	<i>Start Date</i>	<i>End Date</i>
(ii) Customer Service Training	06/01/23	06/30/23
(iii) Residential Account Information		
Customer Update & Audit	03/01/23	06/01/23
Initial Billing & Reporting	07/01/23	07/01/23
(iv) Commercial Account Information		
Verification & Sustainability Programs	04/01/23	06/01/23
Customer Upload & Audit	04/01/23	06/01/23
Initial Billing	07/01/23	07/01/23
(v) Routing	04/01/23	06/15/23
(vi) City Facilities	06/01/23	06/30/23
Initial Billing & Reporting	07/01/23	07/01/23
Initial Billing	07/02/23	07/02/23
(e) Education, Outreach & Diversion Activities		
(i) Residential Service Brochure	01/01/23	03/31/23
(ii) Print & Social Media	04/01/23	04/30/23
(iii) Update Burrtec Website	04/01/23	06/01/23
(iv) Community Meeting	06/01/23	06/20/23
(v) Local Organizations Presentation	05/01/23	06/30/23
(vi) Neighborhood Associations	06/01/23	06/30/23
(vii) Residential Services Selection	06/01/23	06/30/23
(f) Food Recovery Assistance		
<b>(4) SERVICE START</b>	07/01/23	07/01/23
(a) Route Adjustments	07/01/23	08/01/23
(b) Compliance Review	07/01/23	09/01/23
(c) Identify Tier One & Tier Two Customers	07/01/23	09/01/23
(d) Assist Tier One & Recovery Inspections	07/01/23	01/01/24

#### **8. Commencement Date of Collection**

Burrtec commits to meeting the City's service implementation date of July 1, 2023. All required notifications and customer communications will be completed before the collection commencement date.

#### **9. Commercial Generator Transition Plan Supplement**

Burrtec's supplemental commercial generator transition plan is designed to highlight commercial generator changes and provide an opportunity for Commercial Service Recipients to adjust service

levels prior to the contract start. Months in advance of the service start date Burrtec Sales & Recycling Coordinators will meet with commercial generators focusing on the following:

- Compliance with the new state diversion mandates
- Container size, frequency, colors, and labeling
- Commercial generator responsibilities
- Tier 1 & Tier 2 generator responsibilities
- Prohibited container contaminants
- Recommendations to “right size” service levels

Below is the supplemental transition schedule highlighting major milestones of the process.

Commercial - Phase I Activity	Start Date	End Date
(a) Contract Award		07/01/22
(b) Collection Vehicles	08/01/22	04/15/23
(c) Compliance Review	08/01/22	09/30/22
(d) Share Review Results with City Staff	10/01/22	10/31/22
(e) Commercial Customer Outreach (Most Impacted)	11/01/22	12/31/22
(f) Commercial Customer Outreach (All Others)	01/01/23	03/31/23
(g) Community Meetings	01/01/23	06/01/23
(h) Commercial Bins Added, Replaced or Painted	08/01/22	06/30/23
(i) Recruitment (Additional Commercial Drivers)	04/01/23	06/01/23
(j) Final Customer Container Selection	05/01/23	06/30/23
(k) Bins Delivered	06/01/23	06/30/23
(l) Service Start	07/01/23	07/01/23

Compliance Review: Burrtec will conduct a compliance review of existing Commercial Service Recipients using current MCR and MORE data. Customers are categorized into three groups:

- Most Impacted
- Minimally Impacted
- Exempt

Most Impacted customers include High Volume Generators and Low Volume Generators not required to participate in MCR/MORE programs. Minimally Impacted customers include compliant

MCR/MORE customers with minimum levels of service. Exempt customers include all customers having received an MCR/MORE exemption.

Determine Waivers: Burrtec will review current MCR/MORE exempt customers and evaluate Low Volume Commercial Service Recipients to determine waiver eligibility. Burrtec will work with the City to develop an SB 1383 waiver process and categorize customers accordingly. The City will be required to approve all waivers prior to issue.

Conduct Waste Assessment/Route Review: Burrtec will collaborate with City Staff to develop a "best approach" customer awareness and education campaign for programs starting July 2023. Most Impacted customers may receive a site visit from Burrtec Sales and Recycling Coordinators (SRCs). SRCs will visit the customers' location, conduct a waste assessment, determine if prohibited contaminants are present in containers, and provide a mockup service program best suited for the customer's respective disposal needs. Updated bin/cart color information and the new corresponding service rates will be included in the site visit. The goal will be to give Most Impacted Commercial Service Recipients at least six months to either modify their current operations or budget for the new program impacts. Compliance Review and site visit data will be used to adjust model assumptions and optimize existing and potentially new routes.

Minimally Impacted Customers: Burrtec will focus on the Minimally Impacted Customer group through site visits and/or educational materials with a goal of giving these Customers at least 90 days to prepare and educate their employees before implementation.

Commercial Equipment: Burrtec's container maintenance facility is centrally located in the City of Santa Clarita at Burrtec's Santa Clarita Hauling Division. Burrtec will complete bin repairs, bin washing, SB 1383 paint and labeling requirements, and maintain an adequate container inventory at this facility. Commercial serviced customers, including multi-family, mixed-use, and City facilities, will have an opportunity to change or modify their collections subscriptions. Necessary container changes will be completed at any time and as requested by the customer. Program and service option information will assist customers in selecting containers and providing awareness for those programs that are best suited for their needs. Burrtec's SRCs will facilitate the solid waste needs assessment to maximize diversion and reduce solid waste disposal costs.

#### Commercial Education & Outreach

Burrtec will communicate with existing commercial customers in person, through mailers, using social media platforms, print media advertisements, and public meetings. Print media and materials are ideally generated and distributed using recycled paper content manufactured at local businesses.

Additional advertising in local newspapers and on social media platforms encourages public meeting participation educating customers on essential topics such as sustainability and organics

recycling requirements. Santa Clarita commercial customers may already be familiar with Burrtec's existing social media presence in the Santa Clarita Valley.



Facebook: <https://www.facebook.com/burrtecscv>



Instagram: <https://www.instagram.com/burrtecscv>

In addition, Burrtec utilizes KHTS to disseminate pertinent information. Burrtec will also utilize the following local resources for commercial outreach activities:

The SCV Signal and SCVTV

The Santa Clarita Valley Business Journal

Santa Clarita Valley Chamber of Commerce (SCV Chamber)

The Valley Industrial Association (VIA)

Rotary Club of Santa Clarita (SCV Rotary), Business Groups

SCV Economic Development Center Outlets such as podcasts and print

Full-color, multilingual service brochures will be distributed to existing commercial customers to familiarize them with service protocols, diversion requirements, and service options. Burrtec representatives will conduct meetings and speak with local businesses as part of the transition team's public outreach effort.

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## Exhibit 6

### Administrative Charges and Penalties

Item		Amount	
a.	Failure to respond to each complaint within three (3) Work Days of receipt of complaint.	\$100 per incident per Service Recipient.	
b.	Failure to maintain call center hours as required by this Agreement.	\$100 per day.	
c.	Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.	\$100 per day.	
d.	Failure to include all parts of quarterly and annual reports specified in Sections 22.02 and 22.03 in the submitted report	\$100 per day.	
e.	Failure to submit to City all payments by the deadlines required under the provisions of this Agreement.	1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.	
f.	Failure for Collection Container to be compliant with specifications of Exhibit 4.	\$50.00/each Collection Container not compliant.	
g.	Failure for Collection Container to be compliant with SB 1383 labeling requirements.	\$50.00/each Collection Container not compliant.	
h.	Failure to display Contractor's name and customer service phone number on Collection Vehicles.	\$100 per incident per day.	
i.	Failure to Collect a missed collection Container by close of the next Work Day upon notice to Contractor, that exceeds twenty (20) in any Calendar Year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
j.	Failure to repair or replace damaged Containers within 5 working days, that exceeds twenty (20) in any Calendar year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
k.	Failure to maintain collection hours as required by this Agreement.	\$250 per day.	
l.	Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	

Item		Amount	
m.	Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.07 and 5.13.	\$100/day for failure to implement correction plan.	
n.	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of one (1) per quarter and in excess of approximately 5 gallons as determined by City staff	\$5000 per incident in excess of one (1) per Quarter	
o.	Failure of Contractor to provide proof of performance bond as required by this Agreement	Agreement Default/\$500 per day	
p.	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default/\$500 per day	
q.	Failure to provide City with documentation verifying Diversion, as outlined in Section 8.01.1, was achieved.	\$10,000/Quarter	
r.	Failure to Collect holiday trees on Collection Days.	\$25 per day.	
s.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day	
t.	Failure to initially respond to a Service Recipient complaint within one (1) business day.	\$50.00 per failure to resolve customer compliant or request	
u.	For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secure which exceeds ten (10) such occurrences annually.	\$150	

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## Exhibit 7

### Customer Service Plan

For Burrtec, customer service activities are just as important as excellent route performance. We maintain a local office in Santa Clarita staffed with local employees who understand the unique characteristics of the cities they serve. Customer service is the cornerstone on which Burrtec Waste Industries, Inc. was built. This philosophy is reflected in all areas of our business and is the key objective in developing our service policies and procedures. Every Burrtec employee's mission is ***"We'll Take Care Of It."***



- Knowledgeable Customer Service Staff

Burrtec's Customer Service centerpiece is our caring staff supported by a technology network designed to provide instant access to information. Excellent customer service is Burrtec's Number One objective, and this philosophy is reflected in every facet of its personnel training and procedures. As our ambassadors to the community, all Customer Service Representatives ("CSRs") receive in-house training, including a thorough explanation of Customer Service Policies. Procedures clearly outline the steps needed to resolve customer service issues. Burrtec CSRs are trained to operate and understand the computer systems and customer database before responding to customer calls. Burrtec has over the past 20 years provided the City of Santa Clarita with well-trained, knowledgeable CSRs who are fully aware of the Company's procedures and contractual requirements. Representatives participate in periodic and annual training sessions.

- One Call Goal

Burrtec aims to answer every customer question and resolve every customer issue with just one call. CSRs are empowered to provide the customer with "one call" resolution to accomplish this goal. Remarks are entered for each account upon contact with appropriately detailed comments regarding the nature of the customer contact and the resolution. Inquiries and resolutions are categorized by type and are reported and reviewed by Burrtec management to identify trends and root causes, enabling quick corrective actions as warranted. Callbacks are completed each morning with customers who had left a message during off business hours the previous day or weekend. Customer Service Representatives can create work orders at the time of the call, provide customers with a work status update, and will reconcile and close completed work orders at the end of each business day, ensuring an accurate record is maintained in the system.

- Customer Service Call Center

The City of Santa Clarita customers will continue to be directed to Burrtec's local customer service call center at 26000 Springbrook Avenue, Unit 101, 661-222-2249, servicing the contract area. Call centers are staffed with trained and experienced "CSRs" with multilingual capabilities Monday through Friday 8 AM – 5 PM. All call centers at each of the Burrtec Division offices can support or relieve capacity as needed. Additional customer service representatives will be available for transition beginning one to two weeks prior to the rollout of new services.

1. Service Recipient Billing

A computerized accounts receivable system generates customer billings for uniform service fees, surcharges, and discounts. Burrtec's Billing Management Department manages and maintains this system in Fontana, CA. Daily Customer Service Representatives receive process service requests and create and close work orders, effectively reconciling the customer's account information in real-time. The Santa Clarita Customer Service Manager will submit a billing request to the Billing Department. The Billing Department reviews, verifies and processes the billing files. The file is then uploaded to an invoice fulfillment center to process and prepare the mailing. The invoice processing time from the request for billing to the actual mailing of the invoice is approximately forty-eight (48) hours.

a. Invoice Content

Burrtec provides current and up-to-date information on the invoice. The invoice includes Burrtec's contact information, including email, itemized costs by services, and messages promoting paperless invoicing and electronic payments. Each invoice will include payment directions and if a single-family dwelling invoice is pre-paid annually a one-month discount.

b. Frequency

All residential customers will receive an advanced quarterly billing for the upcoming service period. Remaining customers will be invoiced monthly. Invoices are sent on or before the first day of each billing period.

c. Electronic Invoicing

Burrtec customers have the opportunity to reduce paper waste and receive electronic invoices at no additional charge. Customers participating in the electronic invoicing program continue to receive newsletters and other important program information. Participants have the opportunity to receive correspondence by mail upon request.

d. Inserts & Statement Messages

The invoices will include a statement message with important reminders or inserts such as an application for automatic bank account payment deductions, a holiday schedule, a customized newsletter, or other information requested by the City.

e. Late Payment

1) Residential, Multi-Family, Commercial, and Mixed Use

All residential, multifamily, commercial, and mixed-use invoices are due and payable by end of billing period. Burrtec will mail a reminder letter to any customer that has not paid their bill within 30 days. The letter will indicate payment was not received and warn that late fees may be applied beginning the first day of the following month after the initial invoice was mailed. If an account remains unpaid after 90 days from the due date, the city will be notified, and customer reminder letters sent indicating the delinquency. A second letter will advise customers that the account remains unpaid, contain the balance due, including late fees, warn that delinquent balances will be sent to a collection agency, and service will be disrupted unless the account is paid in full. Returned check fees may be charged to the customer's account.

3968 2) Billing Disputes

3969  
3970 If a discrepancy is discovered in an invoice presented to a customer, Burrtec's  
3971 Santa Clarita management team will work with the customer to review, understand  
3972 and resolve the concern. A detailed and thorough review of the account's current  
3973 service levels requested service adjustments, additional services, or cancellations  
3974 will be evaluated in conjunction with account "remarks" and work order history  
3975 created by Customer Service Representatives during interactions with the  
3976 customer. The customer will receive updated information outlining why charges  
3977 were incurred or details of necessary adjustments made to the account.  
3978

3979 **2. Technology Network**

3980  
3981 The existing Burrtec technology network consists of two primary components: (i) Telephone  
3982 system and (ii) Customer record management system ("CRM").  
3983

3984 a. Telephone System

3985  
3986 Burrtec's telephone system is a full-featured Mitel Voice over Internet Protocol (VoIP)  
3987 system with:  
3988

- 3989 • Multiple call paths offer several different paths/ways to receive an incoming customer
- 3990 call
- 3991 • Multi-queue enables CSRs to be logged into multiple queues at one time, offering
- 3992 efficiency and increased availability during unexpected system or Santa Clarita power
- 3993 outages
- 3994 • Full Automated Call Distribution (ACD) reporting capabilities
- 3995 • Complete off-site, seamless overflow/failover systems in a remote data center
- 3996 • Data forwarding at every call center site uses Multi-Protocol Label Switching (MPLS)
- 3997 for ensured communication abilities  
3998

3999 Burrtec's Santa Clarita Hauling Division local phone number 661-222-2249 has been used  
4000 in Santa Clarita since 2002. Burrtec's telephone system enables real-time monitoring of  
4001 incoming calls, call duration, and calls on hold. The system displays the real-time status  
4002 of calls in progress, and the status is monitored by the Lead CSR and the Customer Service  
4003 Manager. The Corporate front office receptionist also monitors the system as a secondary  
4004 status review. The Customer Service Manager, the Lead CSR, and the Receptionist have  
4005 call load visibility in the Central Call Center and each Division Office. They can redirect  
4006 calls to available operators irrespective of their office location. Should a caller be on hold  
4007 for 90 seconds, the system offers the caller the option of continuing to hold or being  
4008 transferred to a message center. Callbacks to recorded messages received after hours  
4009 are made the next business day. Three more attempts will be made if a caller is not  
4010 reached on the first attempt. An electronic log of message center activity is updated with  
4011 each call and maintained in the system, and available for inspection by Los Angeles County  
4012 representatives at any time. CSRs encourage callers to provide an e-mail address or cell  
4013 phone number to provide updates to the caller without interrupting the caller with a return  
4014 phone call.  
4015

4016 b. Customer Record Management System

4017  
4018 The ability to redirect calls to any available CSR regardless of office location is possible  
4019 because of the versatility of the CRM System technology used at Burrtec. Burrtec has  
4020 developed a customized in-house Customer Relationship Management software platform  
4021 that is foundational to the hauling operations called 'WASTEC'. WASTEC fully integrates  
4022 accounts receivables, dunning/lien letter notifications, customer invoice presentment,  
4023 online bill pay, dispatch work order system, and routing logistics that all tie together to

ensure that services invoiced accurately match services rendered. This is accomplished by using, Burrtec developed Geographical Information System (GIS) application to regulate all rate structures available in WASTEC to each specific service address by geocoding every customer to a digital street network. This GIS system also facilitates the ongoing optimization of commercial and residential routes. This software and all related data, along with other vital Burrtec applications and systems, reside on a host of servers. These servers are housed at two regionally separated off-site and highly secure data centers rated at N+1 level redundancy. Servers at each data center replicate to the other data center throughout the day.

Further, all critical hard drives are disk mirrored and striped (RAID 10 level). Burrtec also backs up all data on premise, off premise, and in the cloud. Burrtec's data is immutable, encrypted, and air gapped (offline, disconnected, and inaccessible from the internet). Burrtec's proprietary CRM is the source of every customer subscription and history. Each customer record in the system includes the details about the customer's subscription, service history (including special services performed such as add-on services, Bulky Item pickups, temporary bin orders, and the like), call history, call disposition, and payment history. The Central Call Center and each Division Office are linked to the CRM so that any CSR can assist any customer from any Burrtec location. Once the caller's service address is located, a supplemental pop-up screen is available to the CSR with additional vital details regarding unique services and special events in the caller's community. Daily logs of complaints are maintained and are available to the City for review upon request.

c. Work Order Processing

Each customer call requiring service action is recorded in Burrtec's customer record management system ensuring work orders are scheduled as an action item for the appropriate driver/supervisor. Once the service action is completed, the final resolution of the customer call is input into the customer database system and recorded on the individual customer records. Service actions include:

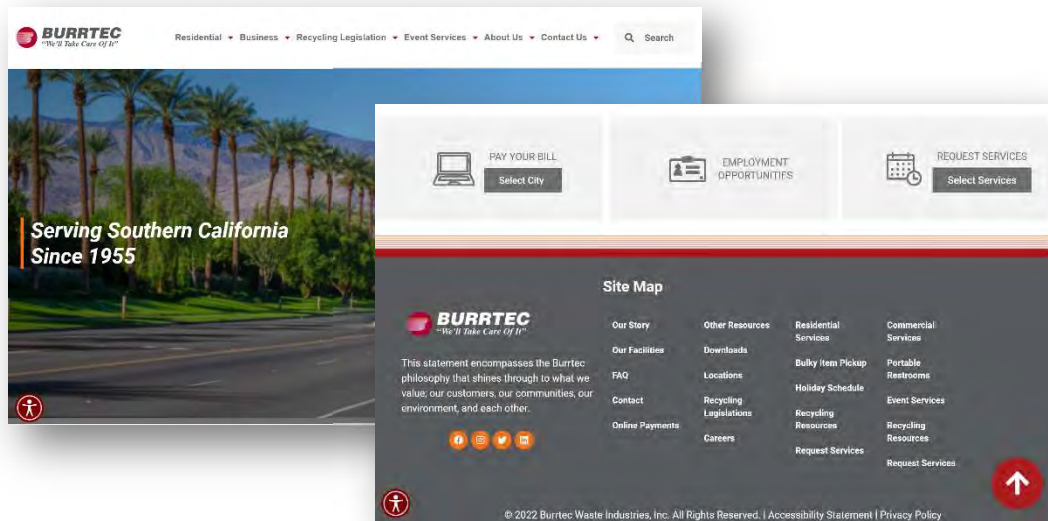
Extra Pick-Up	Courtesy Pick-Up	Miss
Damage Claim	Exchange	Delivery
Load	Load/Dump	No Return
Relocate	Over Flow (Overage)	Complaint
Oil Pick-Up	Bulky Item	Attn Supervisor
Attn Driver	Complement	Attn Sales
E-Waste Pick-Up	Recycling Contamination	Tires
Appliance	Metal	Delinquent/No Service
Delivery Extra Bin/Barrel	Resume	City Requested
Exchange Damage	Exchange/Leak	Exchange/Clean
Exchange Increase	Exchange Decrease	Exchange Graffiti
Exchange Locking Bin	Exchange Lid Missing/ Broken	Other

d. Website

The City of Santa Clarita will have its own dedicated website which mirrors Burrtec's recently overhauled and relaunched website. Burrtec's website will provide City of Santa Clarita residents and businesses with information on payment methods, collection services, recycling legislation, event services, ways to contact us, and more. The website will detail Santa Clarita current services and rates, diversion options available, and allows Service Recipients to submit service changes, inquiries, complaints, or queries. The website is ADA compliant and has an accessibility option. The website contains City of

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Santa Clarita specific programs, proper set out, educational materials, newsletters and program descriptions.



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### 3. Staffing Levels

Burrtec's, City of Santa Clarita located call center will maintain a staff of twelve (12) customer service representatives. If the Contractor is able to demonstrate through customer service data, per Article 19, that a reduced number of customer service representatives is sufficient, Contractor may request a reduction in staffing. Any reduction in staffing must be requested in writing and approved by Agreement Administrator. Staffing includes front counter walk-in serviceability for City of Santa Clarita residents and businesses who prefer to meet with a representative in person. The staffing level will include assistance provided by the customer service manager during peak hours or the adaptability of Burrtec's Mitel VoIP System, enabling managers to allocate additional resources from nearby hauling facilities to limit unforeseen wait times.

The Customer Service Manager periodically reviews call center statistics such as Make Busy Time, Average Speed of Answer, and Average Talk Time to ensure key performance indicator goals are maintained. Daily monitoring of calls offered, calls handled, and abandoned calls ensure the highest service level and percentage of answered calls.

### 4. Payment Programs

#### a. Payment

Burrtec offers several convenient payment options for its customers. Payments can be made by (1) mailing a check, (2) subscribing to an electronic payment program, (3) a free 24-hour automated call-in payment service using a touchtone keypad for credit card and electronic check payments, or (4) calling customer service to process an electronic check (ACH) or credit card payment. The flexibility to select payment options is offered at no additional charge. In addition to available electronic alternatives, customers are always welcome to visit our Santa Clarita office and process cash, check, or electronic payment in person. Eligible customers paying a full year in advance will receive one month's credit for services provided.

#### b. Refunds

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Burrtec's automated process ensures customers receive timely refunds of overcharges on advanced payments after canceling services. Refund requests are processed within 30 days from the date of cancellation.

## Exhibit 8

### Collection Service Operations Plan

Burrtec's continued growth and extensive experience in collection programs, processing and diversion have situated the company in a position to ensure that necessary resources will be available during the transition period and contract term.

#### 1. Vehicles

New collection vehicles are on order to service the City of Santa Clarita in preparation for a contract award. Burrtec will utilize uniquely numbered, new model year 2023 vehicles with a useful life expectancy of fifteen (15) years. This will include:

Quantity	Type	Model	Year	Useful Life
1	Automated	Autocar Electric	2023	15
26	Automated	Autocar	2023	15
16	Frontloader	Autocar	2023	15
1	Scout Truck	Freightliner	2023	15
1	Bin/Barrel Flatbed	Freightliner	2023	15

During manufacturing and as part of Burrtec's transition plan, collection vehicles are inspected periodically by Burrtec fleet personnel for conformance to required specifications. New collection vehicles received for operations undergo performance testing, onboard system installation, communication device setup, safety equipment checks, and fitted with appropriate identification requirements specified in the contract upon delivery. Additional fleet vehicles have been selected for use, ensuring no service interruptions at the onset of the contract. A complete inventory list will be provided to the City prior to contract service start date.

##### a) Automated Collection Vehicles

The automated side loader is equipped with an automated arm (integrated with the body), giving the best weight distributions and highest payloads. The 1,000-pound lifting mast reaches 108" with a 10-second dump cycle. Carts may be dumped and returned from any position without retracting the lift. The self-leveling clamps handle 30-105-gallon carts. The packer design allows for better compaction, container clearance, and helps prevent spillage behind the compactor systems. The hydraulic packer computer system controls are preset to engage automatically after the programmed number of carts are dumped.





b) Commercial Collection Vehicles

The commercial front-end loader (FEL) is equipped with an automated arm and moveable fork system (integrated with the body), giving the best weight distributions and highest payloads. The 10,000-pound arm capacity fills a 12 cubic yard hopper and is specially equipped with a tipper mounted to the crossbar to service carts received from low-volume generators. The hydraulic packer computer system is preset to automatically engage after the programmed number of containers have been dumped. The packer design allows for better compaction, container clearance, and helps prevent spillage behind the compactor systems.



c) Other Vehicles

Bulky item collection vehicles may include a front loader for trash and a non-compacting flatbed for e-waste, white goods, and other recyclable material. Flatbed or box vans are used for barrel and bin delivery, exchange, and removal operations. Vehicle construction and design ensure solid waste or liquids will not blow, fall, shift or leak out of the truck onto the street. Scout trucks equipped with hook and chain hold-down equipment ensure bins are safely secured and withstand travel over steep or rough terrain. Every vehicle comes equipped with a shovel, broom, spill prevention kit, and fire extinguisher.



d) Specialized Equipment

Burrtec serves many customers throughout Southern California; some of these accounts may be in isolated, hard-to-service or have space limitations such as the Newhall and Sand Canyon service areas. Our experience includes hard-to-access mountain roads, unpaved desert roads, narrow roads, dirt roads, tightly developed urban areas, and other atypical roadways.

These service challenges may require smaller collection vehicles that can safely and effectively maneuver in difficult service areas. Custom-built for each circumstance; specialized vehicles include either manual or automated collection methods. While no single service option may be ideal, Burrtec is prepared to provide equipment alternatives to facilitate program compliance.



e) Vehicle Specifications

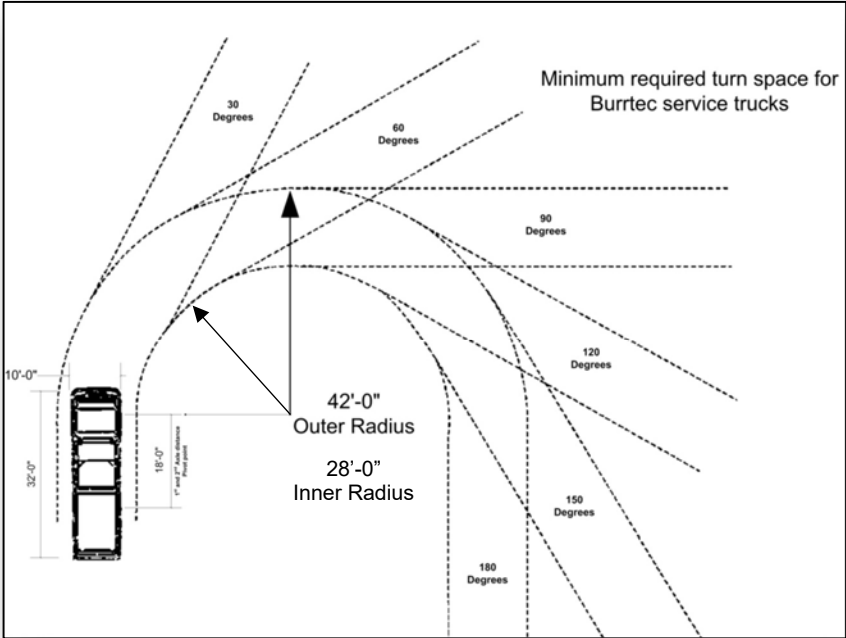
The requested vehicle specifications are identified below.

	Fuel Type	Size	# of Axles	GVWR	Capacity	# of Collection Compartments
Side Loader	CNG	36 yd <sup>3</sup>	3	54,900	10 Ton	One
Side Loader	EV	36 yd <sup>3</sup>	3	54,900	10 Ton	One
Front Loader	CNG	40 yd <sup>3</sup>	3	54,900	10 Ton	One



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	Fuel Type	Size	# of Axles	GVWR	Capacity	# of Collection Compartments
Scout Truck	CNG	1-3 Bins	2	26,000	5 Ton	Zero
Flat Bed	CNG	60 yd <sup>3</sup>	2	26,000	5 Ton	One



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f) Reduction of Air Emissions and Wear & Tear on City Streets

Burrtec continues developing and implementing programs at its facilities with positive environmental impacts.

1) Reduced Air Emissions

Burrtec utilizes vehicles powered by Compressed Natural Gas (CNG). CNG is the same type of gas commonly used in household appliances and as a home heating source. The CNG clean fuel technology will help the environment by producing less exhaust emission pollutants than standard diesel-fueled trucks. Burrtec's current CNG fuel is derived from Renewable Natural Gas (RNG) resources produced in association with dairy farms and supplemented by landfills not eligible to meet SB 1383 procurement requirements. With these "near zero" trucks and investment in fueling system installation at the Santa Clarita Hauling Division, Burrtec remains committed to improving the environment. All alternative fuel vehicles are equipped with the L9N Near Zero Emission Gas Engine, compliant with current EPA, CARB, and South Coast AQMD emission requirements.

Burrtec will aid the City in achieving obligations set forth by the SB 1383 Procurement of Recovered Organic Waste requirements when reliable volumes of CNG transportation fuel become available. CalRecycle's current resource for anaerobic digesters <https://www.calrecycle.ca.gov/organics/slcp/procurement> includes a list titled *California Anaerobic Digestion Projects Accepting Organics Waste from the Municipal Solid Waste Stream (May 2021)*. This list details the status of 34 statewide anaerobic digesters with the potential capability to create renewable CNG Transportation Fuel. Of the 34 facilities listed, the status indicates 3 "Inactive" and 16 "Pending," totaling 19 anaerobic digesters (55.88%)

unavailable for use. Of the remaining 15 operational facilities, only five produce CNG transportation fuel required to meet SB 1383 procurement mandates for the entire state.

2) Reduced Wear & Tear on City Streets

Burrtec team members, who have lived in Santa Clarita for more than thirty years or have worked at the Santa Clarita Division for more than fifteen years, will conduct a thorough and comprehensive study of the existing routes currently operated by the incumbent within the franchise area during the implementation period. Burrtec's geographic information system (GIS) team members will develop route maps, verify routing requirements, and begin to develop the operational platform used by our drivers. GIS team members focus on key performance indicators to optimize routes, including but not limited to:

- Container counts
- Tonnage generation
- Labor hours
- Fuel costs
- Miles driven per route
- Start times
- Distance to disposal sites
- Facility hours of operations
- Time sensitive stops (schools and shopping centers)
- Traffic flow and turns required

Route optimization sets the following goals:

- Efficient use of resources and equipment
- Minimize the carbon footprint of the collection service
- Ensure the minimum number of changes and disruptions in collection service for existing customers

g) Vehicle Technology

(1) Lytx Safety System

The Lytx system is deployed on all Burrtec collection vehicles utilizing a combination of cameras, GPS, G-force measurement, and artificial intelligence (AI) to promote safe driving techniques, to detect possible accidents or unsafe activities, and specifically designed to work in areas with limited cell service. Burrtec uses the data collected through the Lytx system and transmitted to the Safety Team to train and coach safe behaviors and driving skills. The training consists of various methods that include one on one video reviews of unsafe acts or conditions and the posting of videos that demonstrate safe driving practices in driver breakroom areas. The Lytx system is utilized by fleets nationwide to reduce the potential for accidents and injuries. Burrtec currently has this system installed on over 600 vehicles. The Lytx system will meet the requirements for Video and GPS as outlined in the RFP.

(2) Global Positioning System (GPS)

GPS data will track a vehicle's path route with lines or dots superimposed on a map. Data is gathered, including date, time, speed, direction, location (address), and available in reports. Reports will be provided within two business days of the request for a specific time or a geographic area. Data is retained for a minimum of 14 calendar days. The minimum ping frequency of occurrence that GPS data is received from the vehicle will be at least every ten seconds for all vehicles when within the service area.

(3) Video Equipment

Burrtec's collection vehicles utilize forward video recording equipment to validate service complaints such as missed collections and other items of interest and a camera facing solid waste as it falls into the hopper. Video equipment will record once a vehicle leaves the yard during days of operation. Video will be geotagged for location, time/date stamped, and adequate resolution to identify the location serviced. Videos will be retained in an electronic format for a minimum of 14 calendar days. Copies of videos or screen capture of a specific day, time, or location will be provided within 48 hours of the request.

(4) Waste Facing Cameras

Onboard truck systems utilize cloud data platforms to document photographic evidence of contamination and cellular GPS systems to track and record service location, date, and time information. Onboard systems will aid in targeted route reviews.

h) Vehicle Appearance

All Burrtec collection vehicles will uniformly display the Burrtec color scheme, white with a bold horizontal burgundy stripe on the body and horizontal orange and burgundy stripes on the cab. Collection vehicles will be identified with the company name in a contrasting color and constructed such that solid waste or liquids will not blow, fall, sift, or leak out of the truck onto the street. Vehicles are repainted when reasonably required to maintain a positive public image. Vehicles are equipped with general safety equipment, fire extinguishers, shovels, broom, and spill prevention kits.

Automated side loaders and commercial collection vehicles may include promotional signs regarding recycling, diversion, and safe handling of unpermitted waste with text, graphics, and design approved by the City. The billboards can be changed periodically, with various trucks carrying different messages to maximize public education. Below is an example of an outreach sign currently used in the Santa Clarita franchise area.





i) Vehicle Maintenance Program

Management ensures all divisions comply with Motor Carrier Safety regulations and terminals conform to the Basic Inspection of Terminals (BIT) Program standards. Each regulated vehicle is inspected per California Vehicle Code 34505.5. Beginning with training, monthly maintenance reviews and preventative maintenance programs are critical components to ensuring compliance. Each program component is continually reviewed for effectiveness, updated to maintain compliance, and has resulted in the Satisfactory rating on Safety Compliance Reports / Safety Record Updates conducted by the California Highway Patrol.

Training programs include but are not limited to:

Topic	Description
Safety Training	CalOSHA required industry-specific safety training
CNG Tank Inspector	College-level certification course authorizing employees to inspect CNG tanks
Air Conditioning (US EPA 609 Cert)	Certification program authorizing employees to recharge and troubleshoot AC systems
Oil Analysis	Read and understand fluid analysis report results
Cummins Insite/QuickServe	Use of Cummins engine software
Allison transmission	Understand how to use Allison software
DOT OOS Criteria	Understand out of service criteria
Tire/wheel OOS criteria	Understand out of service criteria for tires
Tire/wheel mount & demount	Safe installation and removal of tires
Tire repair	How to safely repair a tire
Merritor Brake & Wheel	Brake inspection training
Chassis/Air Brake ABS	Understand how to service and maintain air systems
LNG/CNG Troubleshooting	Troubleshoot fuel systems
CNG/LNG Hose & tubing	Understand how to build and maintain fuel lines
Stop the Drop	Hydraulic hose routing & spill prevention
ASL Arm Hydraulics	Proper arm maintenance
Battery, alternator & starter	Charging system maintenance
Suspension systems	Understand how to service and maintain suspension systems
Steering systems	Understand how to service and maintain steering systems
Cooling system maintenance	Understand how to service and maintain cooling systems

Standard operating procedures outline maintenance program requirements, record-keeping activities, and preventative maintenance schedules. Specific performance metrics are the focus of Burrtec's monthly maintenance review program. Key performance metrics include but are not limited to the following:

- Labor hours and productivity
- Labor details by vehicle
- Out of service journal records
- Scheduled preventative maintenance completion
- Multiple vehicle repairs
- Major repairs required
- Non-safety sensitive backlog

j) Vehicle Maintenance Schedule

Trucks are maintained in Burrtec's Santa Clarita yard by seasoned mechanics. Burrtec's robust preventative maintenance program will ensure all vehicles are in good, safe, neat, clean, and operable condition at all times. Collection vehicles will be thoroughly washed, steam cleaned, and regularly painted to present a clean appearance. Burrtec will make all collection vehicles available for inspection by City staff upon request. Burrtec agrees to replace or repair to the City's satisfaction any collection vehicle that the City determines to be of unsightly appearance or in unsatisfactory operating condition. Vehicle maintenance schedules are designed to ensure vehicles are maintained at the highest state of readiness.

1) Daily Inspections

- Driver cab cleaning
- Driver vehicle inspections conducted
  - Air brake inspections
  - Pre-Trip - Before work commences
  - Visually - While on the route and during disposal operations
  - Post Trip - Upon completion of daily activities

2) Weekly Activities

- Vehicle washing
- Vehicle brake inspections performed by the maintenance department
  - Air brake test completed
  - Brake shoes or pads inspected
  - Brake drums or rotors inspected
  - Air lines, cans, and brackets inspected
  - Wheel seals checked
  - Back up alarm tested
  - Back up lights inspected
  - Brake lights inspected
  - Back up camera inspected
  - Repairs reported, recorded, and completed
- Vehicle tire inspections performed by the maintenance department
  - Tire tread depth measured
  - Tires air pressure checked
  - Tires inflated to manufacturers' specs
  - Tires with defects or low tread changed
  - Tires matched by the tread depth
  - Repairs reported, recorded, and completed

4400  
4401 3) Monthly Inspections  
4402

- 4403 • General vehicle inspections scheduled every 30 days comprising of over forty (40)  
4404 items inspected on each vehicle in the following component groups  
4405 • Vehicle Body  
4406 • Hydraulic System  
4407 • Engine Fluid Levels  
4408 • Cooling System  
4409 • Air & Brake System  
4410 • Fuel System  
4411 • Chassis and Suspension System  
4412 • Cab Controls  
4413 • Decals & Paint  
4414 • Safety Devices  
4415 • Camera System  
4416 • Registration and Documentation  
4417

4418 4) Quarterly Inspections (every 90 days)  
4419

- 4420 • Includes the monthly vehicle inspection and adds the following inspection  
4421 requirements  
4422 • Coolant sample sent for analysis  
4423 • Coolant pH test  
4424 • Engine oil sample sent for analysis  
4425 • Engine air, fuel, and oil filter change  
4426

4427 5) Semi-Annual Inspections (every 180 days)  
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- 4429 • Includes the monthly vehicle inspection and adds the following inspection  
4430 requirements  
4431 • Coolant sample sent for analysis  
4432 • Coolant pH test  
4433 • Change engine oil. Sample sent for analysis  
4434 • Transmission, air, fuel, and oil filters changed  
4435 • Transmission fluid sample sent for analysis  
4436 • Hydraulic fluid sample sent for analysis  
4437

4438 6) Annual Inspections (every 365 days)  
4439

- 4440 • Includes the monthly vehicle inspection and adds the following inspection  
4441 requirements  
4442 • Inspection of the hydraulic system  
4443 • Inspection of the transmission system  
4444 • Coolant is changed and the sample sent for analysis  
4445 • Manual Transmission/Differential general inspection  
4446 • Manual transmission oil sample sent for analysis  
4447 • Gear/differential fluid sample sent for analysis  
4448

4449 7) Road Calls  
4450

4451 Burrtec's maintenance program is designed to ensure the optimal readiness level of  
4452 collection vehicles. Burrtec maintenance departments are equipped to respond rapidly to  
4453 immediate driver needs if breakdowns occur. Designated technicians respond to drivers'  
4454 "Road Calls" for assistance using vehicles specially equipped to remedy most mechanical  
failures that can occur in the field. An adequate amount of well-maintained spare

equipment is available should repairs require the vehicle to be returned to the hauling yard or be placed out of service for an extended period. Burrtec's onsite approach allows technicians to respond within one hour of the breakdown, minimizes driver downtime, and reduces potential service delays.

## 2. Containers

Burrtec has secured an allotment of time in the manufacturing schedule for container production from its vendors to fulfill the contract award requirements. Consistent with SB 1383 regulations and contractual requirements, containers will be colored and labeled with the required languages and signage explicitly designed to facilitate diversion goals and convey general safety information.

### a. Past Experience

Burrtec has long-standing relationships with two primary container manufacturers. For more than two decades, the Rehrig Pacific Company has manufactured Burrtec automated carts. Consolidated Fabricators, now Wastequip, has continued to supply Burrtec with commercial bins and roll-off boxes for nearly three decades. Burrtec's long-standing and successful partnership with these companies has provided a platform for Burrtec management team members to provide input in the design, operational efficiency, and supply chain management.

#### 1) Rehrig Pacific

The Rehrig Pacific Company was first established in 1913. For over 100 years, Rehrig Pacific has believed the key to success lies in making products that give customers real advantage. Today, Rehrig Pacific is in its second century of business, carrying on under the leadership of the founder's great-grandson. The Rehrig Pacific Company continues to build upon its expertise in manufacturing and extensive knowledge of customers' operations to create new solutions for customers.

#### 2) Consolidated Fabricators

Since 1974, Consolidated Fabricators has committed to delivering a line of solid and innovative products focused on performance, product development, fabrication, and delivery. Consolidated Fabricators has become a reliable business partner within the industry, and in 2020, Wastequip, the leading North American manufacturer of waste handling equipment, added Confab to its portfolio of brands. This acquisition allows Confab additional operating efficiencies to serve its customer base better.

### b. Sufficiency of Capacity

Customers will be able to choose a variety of services offered by Burrtec's preferred source-separated container collection system when considering their material stream volumes and individual need for flexibility. Cart and bin serviced sectors, including multi-family complexes, will be included in the source-separated system. Customers will be able to source separate recyclables, organics, refuse, and food waste. This service combination is designed to maximize diversion while minimizing the contamination of customized services amongst customers. The variety of services offered will enable service recipients to receive clean, efficient, and cost effective collection services. Available container dimensions are shown below. Additional recycling and organic waste containers are always available to customers upon request.

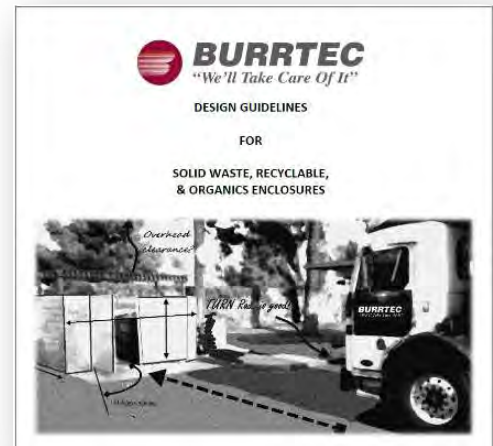


Container Dimensions			
Container	Height	Width	Depth
35 Gallon Cart	36"	17"	17"
65 Gallon Cart	38"	24"	24"
95 Gallon Cart	41"	26"	26"
1 Cubic Yard Bin	29"	72"	24"
1½ Cubic Yard Bin	36"	72"	30"
2 Cubic Yard Bin	44"	72"	35"
3 Cubic Yard Bin	53"	72"	42"
4 Cubic Yard Bin	58"	72"	51"
6 Cubic Yard Bin	71"	72"	66"

c. Bin Enclosures and Limited Space

1) Bin Enclosures

Burrtec aims to maximize container utilization and operational efficiency when collecting waste, recyclables, and organics. Efficiency is realized when the driver uses minimal movements to position containers for servicing. Appropriately sized enclosures, containers, and service frequency assist in maximizing collection efficiency, driver safety, and reducing wear and tear on City streets by limiting the number of times vehicles enter the premises each week. Properly sizing enclosures and providing an adequate number and size of containers reduce overfilled occurrences, accumulation of materials next to the container, and the use of unauthorized containers for material storage. Burrtec maintains staff capable of assisting City Planning Departments with urban planning and development expertise specifically suited to address *"Design Guidelines for Solid Waste, Recyclable, and Organics Enclosures."*



Enclosures must be designed to comply with applicable building requirements, including 14 CCR Section 18989.1 CalGreen Building Codes as outlined in SB 1383 regulations. Enclosures must be located no more than 150 feet from any residential unit for multi-family residential projects. Ideally, containers should be placed so that they can be easily accessed and are not blocking each other. Adequate area should be kept around the bin so that lids can be shut when not in use.

Some businesses and multi-family projects prefer to store collection containers in a room or area attached to the business or residential project. These may be acceptable storage methods if the area complies with City development standards with bins positioned in a manner Burrtec can efficiently access for service.

The actual type and amount of service will depend upon the specific needs of a business or multi-family project. Burrtec's Recycling Coordinators will first use this information to conduct site visits to customers, verify container counts, schedule follow-up waste assessments, and begin "right-sizing" recyclable and organic recovery programs. Burrtec staff will validate compliance with AB 827 and SB 1383 regulations when conducting waste audits and assessments or processing waiver applications.



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4552 2) Limited Space  
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4554 Burrtec will provide alternative container sizes to residential customers and older shopping  
4555 centers with limited parking and no enclosures such as Old Town Newhall, Lyons Avenue,  
4556 and Sierra Highway. Alternative container sizes will have the same commodity selections  
4557 as would have been initially provided. For example, up to 3 – 35 gallon carts will be  
4558 provided in instances where larger containers could not be accommodated due to space  
4559 restrictions for cart storage or set out sites.  
4560

4561 Additional containers are also available in instances with commercial businesses or multi-  
4562 family dwellings. Burrtec will assist the City with waiver-related activities under SB 1383  
4563 requirements as listed below.  
4564

- 4565 • Upon customer request
- 4566 • Collected and review waiver applications
- 4567 • Determining initial qualifications
- 4568 • Record keeping and retention  
4569

4570 Waivers will be valid for not more than five years. Customers may request a waiver for the  
4571 business' organic waste collection requirements if the amounts of organic waste are as  
4572 follows.  
4573

- 4574 • Less than 20 gallons for businesses that produce two cubic yards or more of total  
4575 solid waste per week or
- 4576 • Less than 10 gallons for businesses that produce less than two cubic yards of total  
4577 solid waste per week  
4578

4579 Customers with legitimate space constraints requesting a waiver from their obligation to  
4580 recycle organic waste should be applicable in limited scenarios. Limited space waiver  
4581 requests are expected to decrease in use over time once building standards include  
4582 adequate container space requirements for organic waste collection. Physical space  
4583 waiver applications will include photographic evidence when submitted for approval.  
4584

4585 d. Container Appearance  
4586

4587 Variable container sizes will be available to suit customers' individual needs. Burrtec will  
4588 provide SB 1383 colors and labels for all container sizes. Labels for each service sector will  
4589 maintain continuity with messaging to strengthen the education and outreach efforts.  
4590 Residences can expect to see the same prohibited and authorized materials for each container  
4591 at their home and place of business.  
4592

4593 1) Container Durability  
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4595 All containers used by Burrtec are durable, easy to clean, and will:  
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- 4597 • Maintain its original shape and appearance
- 4598 • Require no routine maintenance and essentially be maintenance-free
- 4599 • Not warp, crack, discolor, or otherwise deteriorate over time in a manner that will  
4600 interfere with its intended use
- 4601 • Resist damage from everyday products and chemicals
- 4602 • Be incapable of penetration by biting or clawing animals (i.e., dogs, cats, and  
4603 raccoons)
- 4604 • Included wheel and axle assemblies to provide continuous maneuverability and  
4605 mobility as initially designed and intended

- Resist degradation by ultraviolet radiation, airborne gases, or particulate matter currently present in the ambient air

Each container will be provided with a lid that continuously overlaps and comes in contact with the container body or otherwise causes an interface with the container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies
- Prevents the emission of odors
- Enables the free and complete flow of material from the container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism
- It permits users of the container to conveniently and quickly open and shut the lid throughout the serviceable life of the container

Cart lid designs prevent an empty container from tilting backward when flipping the lid open. The lid will be hinged to the cart body in such a manner to enable the lid to be fully opened, free of tension, to a position whereby it will rest against the backside of the container body and remains closed in winds up to 25 miles per hour from any direction.

## 2) Automated Carts

The cart's body, made from up to 40% recycled material content and identified by a unique serial number will include the company name or brand in a contrasting color. The cart lids will include text and graphics listing each respective cart's acceptable and non-acceptable items. General cart use information such as hazardous waste reminders is also included. Informational graphics will reinforce the cart's intended use and serve as a convenient reminder to customers. Below are the SB 1383 in-mold labels for trash, recycling, and organic waste cart lids used in other service areas.





### 3) Commercial Bins

Below are the standard bin specifications and SB 1383 bin labels for trash, recycling, and organic waste containers used in other service areas. Containers will include text and graphics listing the acceptable and non-acceptable items. General use information such as hazardous waste reminders is also included. Graphical information will reinforce the container's intended use and serve as a convenient reminder to customers.

#### Standard Bin Specifications

- Plastic durable lid
- 14 Gauge construction with flanged corners and horizontal "V" groove ribs front, back, and bottom
- 12 Gauge interlocking banding
- 11 Gauge 4" x 8" Full-length gusseted fork channels - on ends reinforced at pick-up points (2" recess or flush front & rear). 1, 1 1/2, 2 cubic yd with 4 gussets per



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channel, 3 cubic yd with 6 gussets per channel, 4 cubic yd with 8 gussets per channel

  - Channels are available on the bottom with 4 gussets per channel
  - Zinc plated lid rod with 90-degree bend and nylon lock nut
  - Lid holders to hold lids open
  - Lid ears to accommodate plastic or steel lids
  - 6" roller bearing rubber swivel casters with grease fittings (450 lb. capacity each)
  - 10 Gauge caster plates with flange for strength
  - Interior coated with automotive underseal or rust-inhibitive alkyd primer
  - Exterior (including the bottom) painted selected colors with alkyd enamel paint

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e. Container Maintenance Program

Burrtec's container maintenance facility is centrally located in the City of Santa Clarita at Burrtec's Santa Clarita Hauling Division. Utilizing a local hauling facility allows Burrtec, in many cases, to complete bin repairs, bin washing, and paint requirements sooner than the contract requires. Burrtec will maintain an adequate container inventory and parts in sufficient quantities to deliver or replace containers within five service days of the request. The City will be informed of inadequate inventory concerns or manufacturer delays.

Burrtec will replace or repair containers observed to be damaged or at the request of the City, customer, or occupant. Fees may be charged for missing or damaged containers due to the customer or occupant's negligence. Minor damages that do not impede the ability to collect materials nor pose a safety concern are generally repaired or replaced on the customer's next service day. Containers damaged from extraordinary circumstances or requests for repair or replacement from the City, customer, or occupant will be completed as agreed upon at the time of notification but no later than as required by the franchise agreement. In all cases, Burrtec will ensure the customer's safety, and the functionality of containers remains the priority.

**3. Route Operations**

a) Advantages to Collection Vehicles Chosen

Vehicles are operated in compliance with the California Vehicle Code, applicable safety standards, and local ordinances. The Burrtec fleet benefits from three specific advantages:

- Use of alternative renewable fuels. Burrtec's use of alternative fuels minimizes pollution, reduces fuel costs, and capitalizes on renewable natural gas produced at dairy farms and landfills. Renewable natural gas procurement further reduces the demand for natural resources.
- State of the art technology. Many Burrtec vehicles bodies are specifically designed for longevity and to collect the maximum payload possible using advanced materials such as Hardox® wear and abrasion-resistant steel. Coupled with the Lytx Safety System and GPS technology, the number of vehicles and routes required for service is significantly reduced, eliminating unnecessary wear and tear on City streets. Additional technological vehicle advances offered to the City of Santa Clarita are highlighted in the Innovative "Green Approach" section under Environmental Stewardship.
- Conscientious of neighborhoods and families. Burrtec's equipment complies with US EPA noise emission regulations, currently codified in 40 CFR Part 205 and other applicable noise control regulations. Such noise control features are incorporated throughout collection vehicles. Noise levels of equipment utilized for collection activities comply with respective ordinances. They do not exceed 75 dcb when measured at a distance of 25 feet from the vehicle, five feet from the ground.

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b) Driver Responsibilities

Burrtec drivers are primarily responsible for safety and service. Burrtec drivers are courteous, keep a personally clean appearance, demonstrate a professional demeanor, and are friendly at all times. Drivers maintain the accuracy of their route sheets, including proper quantities and container sizes, and use notification tags for prohibited container contaminants discovered while servicing the routes. Drivers are considerate when working near residences in the early a.m. hours, pack loads only when necessary, and are on the lookout for potential hazards involving children and pedestrians, animals, vehicles, blind intersections, overhead obstacles, and poorly lit areas. Drivers ensure all spillage of trash and enclosures are clean after servicing containers. Drivers will advise their supervisor or dispatcher of discrepancies or errors encountered. Notifications allow necessary corrections to be made expeditiously. A copy of Burrtec's "Driver Handbook" containing a complete list of safety requirements, driver responsibilities, and company expectations can be provided to the City upon request.



c) Anticipated Driver Productivity

Route Operations	# of Crew	# of Trucks	# of Routes	Total Route Hours	On Route Hours	Total # of Containers Collected	# of Containers Collected / Hour	# of Vehicle Passes per Customer per week
Residential Trash	1	11	11	118	107	52,825	90	1
Residential Recycling	1	8	8	86	78	47,181	110	1
Residential Organics	1	8	8	86	78	54,498	127	1
Commercial Trash	1	8	8	88	80	6,639	14	Up to 6
Commercial Recycling	1	5	5	55	50	4,764	16	Up to 6
Commercial Organics	1	2	2	22	20	2,132	18	Up to 6
Bulky Collection	1	1	1	10	9	Varies	Varies	Varies
Barrel / Bin Delivery	1	1	1	10	9	Varies	Varies	Varies
Scout Bin Route	1	1	1	4	3.5	Varies	Varies	Varies

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d) Operational Communications

When a customer contact requires Burrtec action, the CSR generates a work order. Work orders transmitted electronically become the dispatcher's responsibility to schedule fulfillment of the service request promptly.

Each day, drivers are given detailed route sheets and supplemental work orders. Route sheets include account notes and work orders to provide the driver with specific service requests or instructions provided by the customer. Additional customer requests requiring same-day service are communicated to the driver by dispatch throughout the day. The driver will confirm to dispatch when work is complete.

Before leaving the route for the day, drivers will contact on-site dispatch making their "Last Call." Last Call communications ensure all work is completed prior to returning to the yard. Upon returning to the hauling yard, drivers will check in with dispatch to complete a final reconciliation of scheduled versus completed work. The hauling division's central location in Santa Clarita allows for rapid response times and same day service in many cases.

The Route Supervisor monitors the status of all Work Orders to ensure timely fulfillment and weight tickets for DOT compliance. Any CSR can access Work Orders at any time to monitor status. Work order fulfillment timeliness depends upon the nature of the order. For example, Dispatch attempts to resolve orders regarding service issues on the day received, while a Bulky Item collection would be scheduled for the customer's next regular collection day.

e) Driver Contamination Monitoring

Drivers will use two primary methods to determine the type of prohibited container contaminants they may encounter. These methods consist of process and task identification techniques used to determine container contamination types that may be present.

Process Identification: Drivers determine what type of business uses the containers serviced. Suppose a driver is at a fast-food establishment, and there are no recycling or organic waste collection containers present. In that case, drivers will look for corrugated material or food waste in the refuse containers during service and report findings accordingly.

Task Identification: Roll off drivers servicing containers at a construction site will notify dispatch when organic waste is observed in the construction & demolition box that could otherwise have been collected in an organics container.

Drivers will place notification tags educating customers on prohibited contaminants found. Burrtec will inform generators on proper container utilization techniques and how contamination can be corrected at discovery and using standard mail or notifications sent via e-mail. Red tags are applied to residential customer carts and a visible contamination decal for commercial bins.



f) Annual Service Level and Billing Audit Approach

1) Audit Plan

Burrtec has developed a comprehensive plan to conduct annual route audits. This plan utilizes trained Burrtec professionals experienced with equipment, auditing jurisdictions, and our work order system and the processes required to resolve exceptions.

The route audit will be conducted over multiple weeks, and allows our auditors to physically visit each customer within the City. Each auditor is fully trained to conduct these audits to meet all CalRecycle and City requirements.

Auditors are equipped with tablets to document observations in real-time while on the route and minimize data transfer errors. Each auditor will follow route lists specially designed for each project which will detail customer account information in such a way as to allow auditors to capture multiple commodities in a single visit to the customer's location on a scheduled service day. Completed data will be downloaded nightly and reviewed by the

4815 audit management team. An exception list will be generated from the data and provided to  
4816 appropriate personnel for processing. Exceptions-based work orders will be created for the  
4817 operations team to remedy timely and on a customer's future service day.

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4819 Burrtec will supply designated City personnel a detailed report upon completing the route  
4820 audit containing information on the procedures followed, of the names of the employees  
4821 who conducted the audit, a description of changes required resulting from the audit, and a  
4822 plan to resolve any exceptions still needing to be rectified. Included in the report presented  
4823 to the City will be the backup data.

4824  
4825 2) Route Maps  
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4827 Santa Clarita route maps will be included in the final report. Route maps will consist of city  
4828 overviews for residential and commercial customers for each commodity. City boundaries  
4829 will be highlighted to demonstrate proof that all routes exist within City limits.

4830  
4831 Commercial routes are designed to serve a specific geographic area throughout the week  
4832 within City boundaries. Only one map will be shown for each trash, recycling, and organics  
4833 commercial route. In addition to route overviews, individual route maps per service day will  
4834 be provided for residential collection activities and arranged by commodity.

4835  
4836 3) Route Audit Team  
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4838 The route audit team is comprised of two groups. Burrtec's most seasoned auditor leads  
4839 the route audit management team with countless experiences in coordinating, conducting,  
4840 and validating account information. Additionally, the route audit management team will  
4841 include the Regional Hauling Manager and Santa Clarita Division Manager directly  
4842 responsible for the hauling operations within the City of Santa Clarita to remedy any  
4843 exceptions generated from the audit.

4844  
4845 The route audit team members are comprised of a variety of skill positions within the  
4846 organization and operate out of multiple divisions. Route audit team members bring  
4847 industry knowledge of container conditions, work order processes, and computer skills, all  
4848 necessary to complete the contractual compliance requirement. Route audit team  
4849 members range from yardmen, to office staff capable of executing field audit operational  
4850 tasks and include seasoned drivers from multiple divisions.

4851  
4852 4) Route Audit Team Training  
4853

4854 Route audit team training will consist of individual components administered by the route  
4855 audit management team. The route audit team has extensive knowledge in completing City  
4856 of Santa Clarita commercial audits for nearly two decades, critical to efficient and effective  
4857 audit execution.

4858  
4859 The first phase of training will be conducted in an office environment. The training will  
4860 outline an overview of the audit, including contract requirements, review map orientation  
4861 and City boundaries, and familiarization with the iPad and forms completed while onsite.  
4862 The second phase of training will consist of bin and cart contamination requirements. Using  
4863 actual examples of equipment in the field, the route audit management team will ensure  
4864 each auditor clearly understands what container contamination is.

4865  
4866 Next, the route audit management team will conduct live field tests with each route auditor.  
4867 Field tests ensure proper use of the electronic tablets, confirm auditors understand  
4868 expectations, and ensure data transfer and exception reports can be generated from the  
4869 information collected by the route audit team.



5) Conducting the Audit

Auditors will arrive at each customer's location and select the appropriate or prohibited materials found in each container observed, quantity of containers on site, and size of each container. Audit results and corrections will be provided to the City as required.

4. Facilities

a) Designated Facilities

Burrtec corporate offices and hauling operations facilities used to service the City of Santa Clarita are listed below:

Facility	Location	Distance to City Center
Hauling Operations	26000 Springbrook Ave Santa Clarita, CA 91350	2.7 miles
Corporate Offices	9890 Cherry Ave Fontana, CA 92335	76.5 miles

Burrtec proposes delivering solid waste, commingled recyclables, and organics to the facilities listed below.

Commodity	Disposal Facility	Facility Owner	Location	Distance to City Center
Solid Waste/ Residue	Chiquita Landfill	Waste Connections	29201 Henry Mayo Drive, Castaic 91384	9.2.Miles
Recyclables	Rent-a-Bin	Randfam Inc.	20745 Santa Clara Street, Santa Clarita 91351	6.1 Miles
Organic Waste	Rent-a-Bin	Randfam Inc.	20745 Santa Clara Street, Santa Clarita 91351	6.1 Miles
E-Waste	e-Recyclers of California	e-Recyclers of California	7230 Petterson Ln Paramount, CA 90723	45.4 Miles

Organic waste will be collected and hauled by Burrtec and processed through the proposed Rent-a-Bin facility. The Rent-a-Bin facility is currently in the process of acquiring the proper Solid Waste Facility Permit to receive, process, and transfer organic waste by July 1, 2023. More details about the Facility will be provided as the permitting process progresses.



b) Estimated Recovery Rates Net of Residue

Commodity	Disposal Facility	Recovery Rate	Permitted Capacity
Recyclables	Rent-a-Bin	TBD	TBD
Organic Waste	Rent-a-Bin	TBD	TBD

c) Operational Limitations of Recycling and Organic Waste Processing

1) Organic Waste Processing

As of April 7, 2022, Rent-a-Bin is only permitted to accept green waste for chip and grind processing activities. Recent discussions with Rent-a-Bin have indicated that they are currently in the permitting phase to process organic waste to include bagged food waste collected with the green waste, source separated food waste, and manure. Rates and diversion estimates will not be available until the facility is permitted and constructed

Rent-a-Bin remains the primary facility selected to receive organic waste material. In the unlikely event, Rent-a-Bin has not received their permits to process organic waste onsite by July 1, 2023, materials would be delivered to Rent-a-Bin and transferred to Burrtec's strategic partner, Agromin as an interim solution.

However, in order to receive and transfer the materials to Agromin, the Rent-A-Bin facility requires a Solid Waste Facility Permit. In the unlikely event Rent-a-Bin has not received their permits by July 1, 2023, as a temporary solution, Burrtec will use Sun Valley Paper Stock Material Recovery Facility and Transfer Station to receive and transfer organic material to an Agromin facility.

As soon as Rent-a-Bin receives the proper permitting and completes facility construction, appropriate materials will be redirected to Rent-a-Bin.

Sun Valley Paper Stock Material Recovery Facility & Transfer Station is the alternative transfer facility to Rent-A-Bin. Designed for an ultimate peak throughput of 1,250 tons per day (TPD) and is permitted for 750 TPD. This is a typical transfer station responsible for load checking green waste and food waste loads to remove large pieces of contamination before materials are sent to Agromin's permitted organic waste processing facilities listed below. The materials will be placed in a pile on the transfer station floor and are typically transferred the same day. Burrtec has an existing working relationship with Sun Valley Paper Stock for the transfer of materials for several franchised areas. There is adequate capacity to receive and transfer the materials from Santa Clarita.

Agromin. With the increase in organic material availability, Burrtec has partnered with Agromin, established in 1972 is a family-owned and operated company. Agromin is California's premier organics processor and currently operates nineteen (19) organic materials processing facilities in California, with plans to develop additional locations. Each year, Agromin manages over 1.2M tons of organic waste materials through its own processing facilities and its strategic partners' facilities. With over 200 dedicated employees working within 15 counties, Agromin proudly serves more than 200 communities throughout California. To date, Agromin has responsibly transformed over 8M tons of organic waste into organic products for use in agriculture, landscape, and retail markets. Agromin's compost operation is in compliance with Article 12 Section 18993.1(f) of SB 1383 regulations.

- Agromin Oxnard Organics Recycling Facility has been operating for two decades and has served as a research facility for covered aerated static pile (CASP) technology. Located in Oxnard, this facility accepts up to 200 tons per days of green waste, agricultural processing waste, and wood waste. Agromin Oxnard Compost Facility is permitted and has capacity to accept the Santa Clarita green waste tonnages.
- Agromin Mountain View Organic Waste Processing Facility has a Solid Waste Facility Permit and will be operational in late 2022 before the July 1, 2023, contract date. This facility will receive and process 300 tons per day (TPD) of food

materials, organic waste, and compostable fibers from the commercial solid waste collection routes. The resulting 210 TPD of slurry may be used for anaerobic digestion operations, and may eventually be processed into on-site animal food production and fertilizer.

- Agromin Rancho Cristobal Compost Facility is expected to be permitted before July 1, 2023 and will also have available capacity for Santa Clarita green waste tons. This site will receive 200 tons per day of green waste for composting in the hills of Ventura County to produce compost for mine reclamation projects and for regenerative carbon farming by sequestering compost in the rangelands. Agromin is concurrently developing partnerships to implement carbon farming on rangeland, which can be considered for voluntary carbon offset credits.

## 2) Recyclable Material Processing

Rent-a-Bin cannot offer processing fees or diversion rates until permitting and construction nears completion. Burrtec has a currently working relationship with Rent-a-Bin and has frequent and regular communications regarding the current and future facility.

Rent-a-Bin currently accepts single-stream materials generated in the Santa Clarita Valley for transferring to off-site processors. Burrtec transfers collected materials to its Burbank Recycle Center (SWIS 19-AA-1149) located at 500 S Flower Street, Burbank, CA 91502. Until Rent-a-Bin secures permits and constructs a facility, Burrtec will continue to utilize Rent-a-Bin to transfer its recycling materials to the Burbank recycling facility.

## d) How Recyclable Materials Will Be Marketed and Sold, Contingencies

### Recyclable Material

Currently, commodity markets are relatively stable. Plastic markets now have more options to ship to domestic mills. Markets have adjusted to the elimination of China as a significant consumer of recycled materials. Quality standards remain high and challenge Material Recovery Facilities, given the contamination levels in most recyclable streams. Shipping to overseas markets can be complicated with existing trade imbalances, resulting in a lack of space on outbound ships. Recyclable materials are currently averaging an estimated \$41.33 per ton in gross revenue before processing and residue charges. Burrtec continues to expand its network of international and domestic outlets and brokerage firms to increase the marketability of materials collected and diversion potential.

In each case markets fluctuated, Burrtec has been able to address the situation through a combination of strategies including, but not limited to, sourcing out new markets, improving processing output quality, and stockpiling material until conditions improve. Burrtec will continue to use these same strategies in the future and is capable of adding emergency storage capacity if necessary.

### Organic Waste Material

Burrtec will coordinate and cooperate with the City of Santa Clarita to assist in meeting its recycled organic waste procurement targets as required by SB 1383 regulations. The following programs should all be considered:

- Community compost giveaway events
- City parks landscape, medians, and turf enhancements where recycled organic products are used to minimize water usage and improve soils
- Compost used in stormwater detention basins to promote vegetation growth

- Utilizing renewable natural gas derived from organics conversion technologies as alternative fuel or electricity
- Burrtec can act on behalf of the City of Santa Clarita as a direct service provider to procure compost and deliver material to a network of customers in the agricultural community.

## 5. Safety

### a. Staffing Safety Requirements

Burrtec's safety program is managed by its Safety Director and includes training, preventive programs, and driver pre-employment risk evaluations. New drivers undergo extensive classroom and in-cab training before being approved for solo operation.

Reporting to the Director of Safety, Driver Trainers coach drivers throughout the organization to reinforce safe driving and work behaviors. Driver Trainers participate in in-cab ride-a-longs with the driver, conduct field training events, hold classroom training, participate in post-incident retraining, and review data collected by the onboard truck safety systems.

Periodically, route supervisors will conduct route observations both in-cab and following vehicles. Route observations are meant to allow the employee an opportunity to demonstrate safe work practices, defensive driving skills, and complete a written assessment of these activities. Drivers will receive a copy of the observation and have the opportunity to provide feedback.

All employees participate in routine safety meetings and scheduled refresher training conducted by the company's Safety Director, division managers, and route supervisors.

Safety training topics include, but are not limited to, the following:

Accident Prevention Signs and Tags	Injury and Illness Prevention Program	Handling Procedures
Bloodborne Pathogens	Lockout / Blockout Program	Manual Collection Activities
Code of Safe Practices	-LO/BO - General Training	Using a Front End Loader
Confined Spaces	-LO/BO - Driver Training	Manual Collection Activities
Emergency Action Plan	-LO/BO - Packer Cleaning Procedure	Using a Side or Rear Loader
Driver Ergonomics	Packer System Cleaning & Maintenance Policy	Roll Off Collection Activities
Driver Responsibilities	Machinery & Equipment Safety Policy	Roll Off & Auto Tarp Equipment – Overhead & Side Clearance
Fall Protection	Compaction Equipment	Roll Off Box Specifications
Fire Prevention Awareness	Personal Protective Equipment	Bin / Scout Truck Activities
Hazard Communication	Respiratory Protection Awareness	Hook & Chain Hold Down Procedures
Hearing Conservation	Vehicle Fuels & Fuel Safety	Manual Container Activities
Heat Illness Prevention Plan	Automated Collection Activities	Using A Flat Bed Truck
-HIPP - Provisions of Water	Commercial Collection Activities	Manual Bulky Item Collection Activities
-HIPP - Access to Shade	Safe Commercial Bin	Manual E-Waste Collection Activities Using a Flat Bed Truck
-HIPP - Emergency Procedures		
-HIPP - Heat-Related Symptoms		
-HIPP - High Heat Procedures		
Industrial Lifts (Forklifts)		

Each vehicle is equipped with a two-way radio, general safety kit, broom, shovel, spill prevention kit, and fire extinguisher. The Santa Clarita on site dispatch department serves as the center for all driver-route supervisor-customer service communications. This communication system enables the field operations staff to promptly address safety issues and

service encounters such as locked gates, equipment malfunctions, or late set-outs. It also effectively advises drivers when customers are ready for collection after mitigating a non-collection issue.

Additional employee trainings include:

Drug & Alcohol Testing Policy	Smoking Policy
Employee Handbook Acknowledgement	Meal Rest Period Policy
Cell Phone Policy	Paid Sick Leave Policy
Employee Privacy & Confidentiality Policy	Employee Rights under FMLA
Dress Code Policy	DMV Pull Notice Acknowledgment
Unlawful Harassment & Discrimination Policy	DFEH California Family Rights Act
Attendance Policy	Overweight Policy
	DFEH Pregnancy Leave

Burrtec continually works to update its safety program. Following are highlights of the programs, training, and recently improved systems.

1) Proprietary Backing Accident Prevention Program

The Backing Prevention Program was developed to help field trainers and supervisors teach and prevent backing accidents from occurring. This training was given to all management and drivers that operate company on-road equipment and included written performance tests. Burrtec experienced an immediate reduction in backing accidents. Today, all new drivers are taught this technique and must pass both tests before driving equipment on their own.

2) Supervisors Hands-On Prevention Training

Every quarter, the Burrtec management team receives regular safety training. Topics have included post-accident investigation techniques, interactive trainer training lessons, regulatory updates, and injury prevention subjects. New management team members also receive in-depth training in smaller class sizes.

3) Lytx Safety System

In late 2019, Burrtec began the deployment of the Lytx Safety System throughout the entire fleet. With the help of cameras, g-force sensors, and real-time artificial intelligence software, management can instantly review safety-sensitive behavior and correct it.

Lytx safety systems help Burrtec ensure that the fleet operates at maximum efficiency, security, and safety while keeping risks to a minimum and avoiding false claims made against drivers. Lytx safety systems work by using telematics and vehicle tracking systems like GPS to record vehicle information sent to advanced software programs that analyze the stream of data. These software programs offer reports on location, speed, idling time, mileage, and driver alerts to help Managers discover trends and insights that point to opportunities for driver efficiency improvements.

The term "telematics" is a combination of two areas of technology; telecommunications and informatics. Burrtec's system is designed to send data over high-speed cellular connections. The data contains vehicle location, direction, speed, driver alerts, and recorded video.

The Lytx safety system has many components with specific best practice uses, such as:

- Fleet tracking – Identify vehicle locations in real-time for safety-related issues that may arise
- Safety protocol – Safety Managers and route supervisors will regularly review safety procedures with drivers and operators
- Real-time driver alerts – The Lytx safety system will prompt drivers each time they engage in risky behaviors and encourage them to improve their performance without managerial intervention.
- Ongoing coaching – Safety Managers will use fleet dash cams to evaluate incidents and use the video as a coaching tool to connect with drivers
- Incident avoidance – Share video footage with incident claimants and local law enforcement to validate that Burrtec drivers did not cause alleged damage

#### 4) Load Fire Procedures

Unfortunately, fires in trash trucks are a common occurrence that put lives, equipment, and community property at risk. In 2019, Burrtec augmented its load fire procedures and submitted them to the San Bernardino County Fire Chief for review and approval. Today, Burrtec's Load Fire procedure has been adopted by the San Bernardino County Fire Department as a recommended "**Best Practice in the County.**"



Burrtec's safety records and its programs for Fall Protection, Lockout/Tagout, Heat Illness, Hearing, and Respiratory Protection have been reviewed by Cal/OSHA and found to comply.

#### b. Physical, Drug, and Alcohol Testing Requirements

Burrtec's Human Resources Director manages pre-employment physicals, pre-employment drug testing, and random drug testing. We use local clinics in Santa Clarita, including Concentra on Soledad.

Burrtec complies with the U.S. Department of Transportation and Federal Motor Carrier Safety Administration (FMCSA) requirements to test under specific criteria, including the following:

- An accident
- Perform reasonable suspicion testing as required
- Participate in a random testing program for drugs and alcohol with DOT and non-DOT personnel who drive company vehicles or are in safety-sensitive positions

#### c. Hazardous Waste Management Protocols

Inadvertently collected hazardous materials are a persistent problem facing the waste industry. If hazardous waste is found, the customer is notified using a non-collection notice as an education process for the customer and a safety measure for both driver and the City of Santa Clarita. Drivers are trained in identifying, and notification procedures to avoid the unintended collection of hazardous materials including unpermitted waste and e-waste. Vehicle cameras are used to assist drivers to spot hazardous materials while tipping carts whenever possible.

Burrtec Waste Industries' Drivers, Route Supervisors, and Recycling Coordinators conduct routine and periodic waste audits and inspect containers before they are serviced.

Burrtec has successfully implemented the following system to address the disposal of unpermitted materials:

- Driver training on identifying hazardous materials
- Continual education to the customers regarding the dangers of improperly disposing of hazardous materials
- Non-collection notices to be attached to a customer's container indicating that hazardous materials have been identified in the container
- Informing residential customers of local household hazardous waste collection events and the City's or County's Hazardous Waste website and phone number. [www.greensantaclarita.com](http://www.greensantaclarita.com) or 661-259-CITY
- Labels notifying customers of the prohibition of discarding unpermitted waste in the solid waste, recyclables, or organic waste containers

In the event hazardous materials are found in the waste stream, Burrtec has established the following procedures:

- Once the driver identifies a suspected hazardous waste situation, the local route supervisor is contacted to isolate the material or load
- The material will be manifested and transported for proper disposal by a licensed hazardous waste hauler contracted by Burrtec. Removal of hazardous material will be in accordance with all local, state, and federal laws and regulations, including DOT Title 49 CFR and the United States EPA Title 40 CFR
- The local Department of Environmental Health and Director of Public Works is contacted, and steps are taken to properly clean-up and dispose of the material.
- Investigative efforts are made to establish the source of the material and the generator(s) involved. When sources are identified, the customer is contacted as appropriate
- Appropriately label containers containing unpermitted waste



Burrtec staff will notify the City if unpermitted waste is identified or suspected to be located on public property.

d. Health and Safety Management Procedures

Every California employer must establish, implement and maintain a written *Injury and Illness Prevention (IIP) Program*. The program must be available at the Santa Clarita Division, each workplace, or central location if the employer has non-fixed worksites. The requirements for establishing, implementing, and maintaining an effective written injury and illness prevention program are in Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203).

Burrtec has implemented a comprehensive Injury and Illness Prevention Program (IIPP). The program is designed to "PREVENT" workplace accidents, injuries and illnesses. Burrtec's Injury and Illness Prevention Program is complete with communication protocols, training requirements, and personal protective equipment standards. Burrtec promotes the safest and healthiest working environment possible for all employees.

1) Communication

Communication is critical to ensuring a safe environment for our employees, the communities, and customers. Burrtec recognizes that open, two-way communication between management and staff on health and safety issues, service concerns, and customer feedback is essential to an injury-free, productive workplace. The following communication system is designed to facilitate a continuous flow of safety and health

information between management and staff in a manner that is readily understandable and consists of the following items:

- New hire orientation including a discussion of safety and health policies and procedures
- Annual review of our Injury and Illness Prevention Program
- Workplace safety and health training programs
  - Driver Training Manual
  - Code of Safe Work Practices
  - Heat Illness Prevention Plan
- Regularly scheduled and as required safety meetings
  - Specific training as required or when new hazards are identified
  - Weekly tailgate meetings
  - Monthly safety meetings
- Effective communication of safety and health concerns between workers and supervisors, including translation
  - Safety quizzes when applicable
  - Safety demonstrations when applicable
- Posted or distributed safety information and the use of appropriate signage
  - Employee bulletin boards
  - Electronic message boards
  - Heat illness prevention cards
  - Lock Out/Tag Out information cards
- A system for workers to inform management about workplace hazards
  - Open communication during tailgates, meetings, and as needed with local management
  - Direct contact to the Human Resources department outside of the chain of command
  - During periodic site visits by Human Resources representatives
  - Open door policy at all levels of management, including local, regional, and executive
  - Safety suggestion box maintained at the facility
  - Anonymous reporting system
- Program administrators and management team members meet quarterly, review investigations of accidents and exposures, consider employee suggestions, and make suggestions to executive management to prevent future incidents.
  - Company Safety Accident Frequency Review program

Management ensures that all employees communicate and understand all safety and operational policies and procedures. Managers and supervisors are expected to enforce the company policies fairly and uniformly. Burrtec ensures that effective communication by voice, observation, or electronic means is maintained so employees can contact a supervisor when necessary. Other communication systems have been implemented to ensure drivers can inform management about workplace hazards or concerns.

## 2) Training

Burrtec is firmly committed to maintaining a safe and healthy work environment. To achieve this goal, all newly hired employees have specific, required training that must be completed. Training is verified and approved after each training phase and before the employee is released to perform assigned job duties. Working with the Safety Team, Division Managers have sole responsibility to ensure training is completed and there is zero-tolerance for employees assigned work without the required training.



Burrtec intends to reduce the risk of accident and injury to anyone by providing practical employee training. It is the employee's responsibility to utilize this training and perform their job safely. The employee clearly understands that safety *ALWAYS* comes first and *EMPLOYEES* are the most valuable asset at Burrtec. Therefore, there is *NEVER* a good reason to take a shortcut, compromise safety, or not follow safe work practices.

- Phase I Training - Classroom

Initial new hire training for all staff members centers on orientation, health & safety, and familiarization with the company and its values. Set in the classroom environment, the initial training phase allows the supervisor, human resources representative, and senior management to focus on each newly hired employee individually. Each initiative is structured to promote two-way communication and includes safety topic quizzes to ensure objectives are understood.

- Phase II Training – Practical Application

Drivers undergo additional training in the field and partner with seasoned drivers or driver trainers before being released to duty. Driver-specific training establishes weekly initiatives requiring verification, review, and certification confirming that objectives and performance standards are consistent with company expectations. The employee must successfully demonstrate each learning objective and perform the skills test. Practical application reviews are also performed during unannounced route observations.

Minimum 50 Hour Safety Training Certification

- ✓ Read and Understands Concepts in the Handbook
- ✓ Can Explain Criteria for CDL Disqualification
- ✓ Can Explain Company Cell Phone Policy
- ✓ Can Explain the Proper Use of PPE
- ✓ Can Explain What To Do in an Emergency, Fire, Spill, or Hazardous Waste Observation
- ✓ Can Explain What To Do if There is an Accident or Injury
- ✓ Can Explain the Use of Vehicle Safety Equipment (Lytx Safety System, Backup Alarm, Fire Extinguisher, Spill Kit, Seat Belt)

Minimum 100 Hour Safety Training Certification

- ✓ Demonstrates the Proper Use and Operation of Truck Controls
- ✓ Demonstrates the Proper Use and Operation of Hydraulic Controls
- ✓ Demonstrates How to Conduct a Proper Pre / Post Trip
- ✓ Demonstrates How to Complete a Proper Air Brake Test
- ✓ Demonstrates Proper Cab Cleaning and Window Washing Requirements

Minimum 150 Hour Safety Training Certification

- ✓ Demonstrates How to Drive Defensively
- ✓ Demonstrates Safe Backing Procedures
- ✓ Demonstrates How to Lock Out the Vehicle Properly
- ✓ Demonstrates How to Clean the Packer per Procedure Properly
- ✓ Demonstrates How to Service Containers Safely
- ✓ Demonstrates Safe Disposal Site Practices
- ✓ Demonstrates How to Fuel the Vehicle Safely
- ✓ Successfully pass the Safe Work Practices skills test.

• Phase III Training – Release to Regular Duty

During the first 60 days of full duty, the new employee will receive additional training and follow-up verifying proficiency in safety policies and practices. Additional training includes but is not limited to the following:

- ✓ Attend a minimum of two safety meetings
- ✓ Attend a minimum of two tailgate meetings
- ✓ Successfully Completing One Pre Trip Driver Route Observation
- ✓ Successfully Completing One On Route Driver Route Observation
- ✓ Successfully Completing One In-Cab Driver Route Observation
- ✓ Successfully Completing One Disposal Site Driver Route Observation including Packer Cleaning Procedures
- ✓ Successfully Completing One Post Trip Driver Route Observation

Burrtec drivers are assigned routes for the long-term, and they quickly become familiar with their service areas. Burrtec often works with local agencies as a 'Neighborhood Watch on Wheels.' Burrtec drivers become another set of eyes on the lookout for suspicious activity in this program. Over the years, Burrtec drivers have initiated several suspicious activity reports to local law enforcement agencies and provided vehicle camera footage to aid investigations.

3) Personal Protective Equipment

Burrtec's supplies, uniforms, driver identification, and safety devices are all standard-issued equipment. Drivers are provided brooms, shovels, and liners in addition to Personal Protective Equipment (PPE).

The purpose of the Personal Protective Equipment (PPE) is to minimize injury to Burrtec employees through the proper use and care of personal protective equipment while servicing each customer. Employees receive the correct PPE for their assigned job, in the right size or style, and understand its care and use. Periodic job observations identify changing needs for the use of PPE. Changes that may affect the need or use of PPE may include changes in the process, equipment, personnel, surrounding environment, and how tasks are performed. When such changes are identified, Division Management, in cooperation with the Safety Department, further assesses the need for additional or updated PPE.

Burrtec takes great pride in the safety and appearance of its employees. The driver's appearance is the first personal contact with customers, leaving a lasting impression. Therefore, the driver's appearance and presentation are critical in maintaining good customer relations. Burrtec provides standardized uniforms to all operations employees, including route supervisors, drivers, mechanics, and yard personnel, to assist in this effort. Burrtec contracts with a professional uniform supply company to provide all operations personnel with clean uniforms every week. Dark gray pants and a light gray shirt with high visibility safety striping characterize uniforms. Each shirt is embroidered to include the company name and employee name. Uniforms are laundered weekly and repaired or replaced as necessary to maintain a professional appearance.



Each Division clearly defines all areas and tasks for which PPE is required. The type of PPE required is documented for each area and task associated with PPE use. PPE must be inspected prior to and as appropriate during each use for defects such as holes, tears, scratches, signs of material deterioration, cracks, poor closure, or any other sign of degradation which may affect PPE performance. PPE with defects is immediately removed from service, replaced, or repaired. Best Management Practices for each type of PPE utilized by employees is assessed and established by the Safety department. The following requirements apply to the various types of PPE listed below.

Hard hats are required when employees are outside of the vehicle at all transfer stations, disposal sites, and processing facilities, as well as construction sites. Hard hats are worn in areas where falling overhead objects, material, or electrical installations could present a hazard to employees' heads. Bump caps are not authorized substitutes for hard hats.



Protection against impact, particles, chemical splash, molten materials, or flash is provided to employees for face, neck, and eye safeguards. Contact lenses and regular prescription glasses are not considered protective, and appropriate eye protection must be worn as required. Eye protection is worn when employees are outside the vehicle at all transfer stations, disposal sites, processing facilities, and entering any area designated for Eye Protection.



Hand protection must be worn when servicing containers or outside of the vehicle at all transfer stations, disposal sites, or processing facilities. A variety of gloves are available to protect the employee's hands from abrasion, temperature extremes, chemical hazards, physical hazards, particulates, electrical hazards, radiation, or bloodborne pathogens where necessary. Gloves are correctly examined prior to each use for their ability to protect the employee against a particular hazard.



Each uniform contains the company and employee name for identification. High visibility (reflective) clothing is provided to employees exposed to public or private vehicular traffic or heavy equipment. The high visibility clothing is intended to provide conspicuity of the wearer in any light condition when viewed by operators of vehicles or other mechanized equipment during daylight conditions and under illumination of headlights in the dark. When the company-issued high visibility uniform shirt is covered by a non-high visibility garment (i.e., a sweatshirt or jacket), a high visibility vest is required as the outer-most garment. High visibility clothing must be worn outside the vehicle at transfer stations, disposal sites, or processing facilities. Reflective vests are provided to Santa Clarita drivers as temperatures can vary 30 to 40 degrees in a single day. The reflective vests issued fit over employee jackets to ensure visibility.



Foot protection with closed toes is worn in areas where objects could present a chemical or physical hazard to the foot. Any employee who spends time in areas (more than a "casual" walk-through) that require foot protection must wear safety shoes. Drivers and helpers must wear foot protection/safety shoes that have puncture-resistant soles and sturdy support for ankles. Maintenance staff must wear foot protection/safety shoes that meet the ANSI 75 Standards as approved by Cal OSHA. Foot protection must have oil-resistant soles and steel toe/tech toe. Foot protection must be worn outside the vehicle at transfer stations, disposal sites, or processing facilities.



During normal operations, drivers are most often exposed to noise levels below safety thresholds. Maintenance department noise exposure is considered intermittent and impulsive, which, in most cases, can be predetermined, allowing employees to take precautions prior to engaging in the action (e.g., when a shop employee engages a compressor, earplugs can be used prior to engagement). Earplugs are available and used during intermittent and impulsive noise exposures.



During the Santa Clarita summer it can be over 100 degrees for several consecutive days. Water is a crucial preventative measure to minimize the risk of heat-related illness. All employees working outdoors have access to potable drinking water. Suppose the supply of water to the Jobsite is not plumbed or otherwise continuously supplied. In that case, water is provided in sufficient quantity at the beginning of the work shift to ensure at least one quart per employee per hour for drinking throughout an entire shift. Santa Clarita dispatchers communicate with drivers every 2 hours to avoid heat related emergencies.



PPE and PPE storage bags are provided to each employee to ensure that PPE is stored and protected from factors that might degrade its performance. These factors include sunlight, heat, extreme cold, excessive moisture, chemicals, dust, and physical distortion. It is the employee's responsibility to maintain and store their PPE correctly. Replacements are provided if the PPE becomes damaged or has reached its useful life. Each PPE bag has information tags with high heat, lock out/tag out, and brake inspections reminder checklists.



## 6. Reporting

### a. Detailed monitoring and reporting

Burrtec will collaborate with the City to maintain records and distribute reports required to demonstrate City and State compliance directives. Burrtec will assist the City of Santa Clarita in documenting SB 1383 and other related legislative requirements using the Recyclist platform. Burrtec's mobile Recyclist platform and database allow users to track qualified customers, edible food generators (as applicable), food recovery organizations and services, material processing waste characterizations, educational and outreach activities conducted, route audit results compiled, complaints investigated, and recycled organic material products procured. Burrtec's platform will enable the City of Santa Clarita to export information from the database into the State's Electronic Annual Report (EAR) format, which now includes SB 1383 compliance. Designated City staff will have "real-time" access to monitor activities and

compliance as they occur. Reports will be transmitted to the City designee electronically as required.

b. Method Used to Track Tonnage

To supplement SB 1383 compliance monitoring and reporting requirements, Burrtec's Disposal Reporting System identifies, records, and tracks valuable solid waste, recyclables, and organic materials collection and disposal information. This Disposal Reporting System allows Burrtec to provide the jurisdictions with accurate and up-to-date information required to meet all AB 939, AB 341, AB 1594, AB 1826, SB 1383 and landfill-related reporting requirements. Information submitted to the City is formatted and categorized to reflect the State's Source Reduction and Recycling Element guidelines and indicates the City's percentage of diverted materials.

Program Code	Description	Jun-19	T-18
<b>Refuse</b>			
	Commercial Refuse	1,302.33	1,302.33
	Commercial Refuse (residual)	1,297.65	1,297.65
	<b>Refuse Totals</b>	<b>2,599.98</b>	<b>2,599.98</b>
<b>Recycling (Net of Residual)</b>			
2000-RC-CRB	Residential Curbside Recycling		0.00
2010-RC-CRB	Residential Drop-Off Recycling		0.00
2020-RC-BYB	Residential Buy-Back Centers		0.00
2030-RC-CSP	Commercial On-Site Pickup	287.98	287.98
2040-RC-SFC	Commercial Self-Haul Recycling		0.00
2050-RC-SCH	School Recycling		0.00
2060-RC-GOV	Government Recycling		0.00
2070-RC-SNL	Special Collection - Seasonal		0.00
2080-RC-SPE	Special Collection - Events		0.00
2090-RC-OTH	Other Recycling/Pre-Sorted Refuse		0.00
	<b>Recycling Totals</b>	<b>287.98</b>	<b>287.98</b>
<b>Composting</b>			
3000-CM-RCG	Residential Curbside Greenwaste		0.00
3010-CM-RCG	Residential Self-Haul Greenwaste		0.00
3020-CM-COG	Commercial On-Site Greenwaste	6.40	6.40
3030-CM-COG	Commercial Self-Haul Greenwaste		0.00
3040-CM-FWC	Food Waste Composting	20.21	20.21
3050-CM-SCH	School Composting		0.00
3060-CM-GOV	Government Composting		0.00
3070-CM-OTH	Other Composting		0.00
	<b>Composting Totals</b>	<b>26.61</b>	<b>26.61</b>

c. Process for Reporting Complaints

Customer service representatives document complaint calls in the Customer Record Management System. Management team members review daily complaint logs ensuring appropriate resolution and follow-up. Burrtec will coordinate with the City to investigate any applicable complaints required by SB 1383 regulations. Burrtec's local management team maintains a computer database log of all applicable oral and written complaints received from customers or other persons. Complaint records will be provided to the City for periodic review as required.

7. Scavenging

Burrtec drivers are assigned routes for the long-term, and they quickly become familiar with their service areas. Burrtec often works with City staff and local agencies as a 'Neighborhood Watch on Wheels.' Burrtec drivers become another set of eyes on the lookout for suspicious activity and scavenging in this program. Burrtec will make reasonable business efforts to discourage scavenging. Containers may be marked with language approved by the City and personnel will advise persons witnessed removing recyclable materials that their conduct is in violation of the City ordinance and can lead to penalties. Scavenging encounters will be documented and made available to the City upon request.

## Exhibit 9

### City-Approved Processing and Disposal Facilities

The City has approved the following Disposal Facilities, Organic Waste Processing Facilities, Material Recycling Facilities, and Transfer Stations to manage the specified services and otherwise assist the Contractor in the performance of the requirements of the Agreement. The Maximum Services Rates in Exhibit 1 assume all material is delivered to the approved facility. Any City-directed changes to any other non-approved facility will be considered a City-directed change in accordance with Section 30.01. The capabilities and capacities of such facilities may change during the term of this Agreement; as such City reserves the right to redirect materials to alternate facilities in accordance with any such changes. If the Contractor requests to utilize another permitted facility, it shall be done at the Contractor's cost, unless the parameters of Article 6, section 6.07, apply. The City must receive prior notification and approve any change in facilities.

#### Disposal Facility

Approved City Facilities			
SWIS Number	Site Name	County	Enforcement Agency (LEA/EA)
19-AA-0052	Chiquita Canyon Sanitary Landfill	Los Angeles	Los Angeles County

#### Transfer and Processing Facilities

Approved City Facilities			
SWIS Number	Site Name	County	Enforcement Agency (LEA/EA)
19-AA-1095	Rent-a-Bin (Inert Type A Operation)	Los Angeles	Los Angeles County
19-AA-1096	Rent-a- Bin (Chip and Grind Operation)	Los Angeles	Los Angeles County
19-AA-1097	Rent-a-Bin (Small Vol. CDI Operation)	Los Angeles	Los Angeles County
19-AR-0011	Rent-A-Bin	Los Angeles	Los Angeles

Note: In the event that a fully permitted organics processing facility is developed at 20745 Santa Clara Street, consistent with the existing agreement between the City of Santa Clarita and RANDFAM INC. (d.b.a., Rent-a-Bin), the City reserves the right to direct the flow of organic material to this location for processing in compliance with the requirements of SB 1383.



## Exhibit 10

### Sustainability and Compliance Plan

#### 1. The Burrtec Approach to Programs and Facility Requirements

Burrtec's approach to diversion programs and facility development is the right fit for the City of Santa Clarita, based on knowledge and familiarity with the City's waste stream, and guided by four principles:

- Employ Best Management Practices
- Conform to State guidelines and directions
- Think local
- Partner with regulatory agencies

##### a) Best Management Practices

Burrtec's approach to collecting solid waste materials, processing recyclable materials and organic materials, and disposing of non-recyclable solid waste follow the industry's proven Best Management Practices, meaning the practices that nationwide are determined to be the most effective and the most practical from technological, economic, environmental, and sociological viewpoints.

From the alternatives available (multi-stream recycling, single-stream recycling, and mixed-waste processing), Burrtec has invested in the Single Stream processing approach for the following reasons:

- The single-stream approach is the industry's and CalRecycle's Best Management Practice
- Waste generators are engaged in helping reach the goal because they make decisions daily about what to recycle and what to dispose of
- Waste generators do not need to make the secondary sorting decisions and store the multiple containers needed for individual commodities that the multi-stream recycling approach requires
- Collection of single-stream materials is more efficient and economical than with the multi-stream approach
- The feedstock quality for materials recovered at the source is far superior to that recovered from mixed-waste processing

##### b) State Guidelines

Burrtec's approach is fully compatible with statewide 75 percent diversion goals, which focus on four components: edible food recovery, source reduction, recycling, and organic waste material processing. Disposal-related activities like alternative daily cover, transformation, waste tire-derived fuel, and beneficial reuse at landfill disposal sites do not count toward the statewide recycling goal.

##### c) Think Local

Transporting recyclable and organic materials long distances for processing tips the greenhouse gas scale in the unfavorable direction when the GHGs of long-haul transportation are included in the formula. For this reason, Burrtec has focused its efforts on facilities such as Rent-a-Bin located in and near the Santa Clarita Valley communities that it serves.

d) Partnership; Standards Development and Education

Burrtec contributes to defining Best Management Practices for Southern California by being actively involved with State and Regional government.

- CalRecycle, San Bernardino and Riverside Counties' Local Enforcement Agencies and local jurisdictions regularly use Burrtec's West Valley Material Recovery Facility for training workshops and public education purposes
- Burrtec has hosted an SCAQMD study of air emissions at its West Valley MRF composting facility for the purpose of developing compost facility air quality standards
- CalRecycle features Burrtec's *SB 1383 Municipal Program Overview* as an educational tool on their SB 1383 Short-Lived Climate Pollutant website.



<https://www.calrecycle.ca.gov/Organics/SLCP/education>

Burrtec senior management are actively engaged with Local Enforcement Agencies and CalRecycle in the development of regulatory standards for siting, permitting, and operating organics processing facilities.

**2. Meeting Diversion Requirements**

The planned three container residential and three-plus container commercial source-separated diversion programs will be new to some residents and businesses of Santa Clarita. Consequently, it will take them some time to develop new habits. The SB 1383 added requirement for residential, mixed organic waste recycling places responsibilities upon jurisdictions to enforce compliance. Local enforcement of the adopted ordinances will be critical to the success of diversion programs. Burrtec will begin outreach and waste assessments with commercial and residential customers well before the Franchise Agreement start date. Per the draft Franchise Agreement for solid waste collected in the City of Santa Clarita, Burrtec proposes achieving the recycling requirements outlined in the Agreement. However, Burrtec proposes an alternative diversion calculation methodology that assures consistency with current and future CalRecycle requirements as further explained in the exceptions section.

For Agreement Years 2023 and 2024, the minimum annual Franchised Diversion Rate requirement will be forty percent (40%), and CalRecycle Diversion standards will be fifty-five percent (55%).

For Agreement Years 2025 and 2026, the minimum annual Franchised Diversion Rate requirement will be forty-five percent (45%), and CalRecycle Diversion standards will be sixty percent (60%).

For Agreement Years 2027 and 2028, the minimum annual Franchised Diversion rate requirement will be fifty percent (50%), and CalRecycle Diversion standards will be sixty-five percent (65%).



For Agreement Years 2029 and 2030 and each Calendar Year thereafter, during the Agreement term, the minimum annual Franchised Diversion rate will be fifty-five percent (55%), and CalRecycle Diversion standards will be seventy percent (70%).

For Agreement Years 2031 and each Calendar Year thereafter, during the Agreement term, the minimum annual Franchised Diversion rate will be sixty percent (60%), and CalRecycle Diversion standards will be seventy-five percent (75%).

Burrtec's proposed Diversion Plan is contingent upon each of the following:

- During the entire term of the Agreement, the City shall employ good faith efforts in performing AB 341, AB 1826, and SB 1383 compliance enforcement
- Burrtec shall be allowed to count Self-Haul and Third-Party tonnage diverted as part of the Franchised Diversion Rate Calculation for tons of material handled in a manner that counts as diversion from all accounts receiving refuse collection service from Burrtec as outlined in the Draft Agreement
- Burrtec shall be allowed to count the City of Santa Clarita's edible food tonnage diverted as part of the Franchised Diversion Rate Calculation for tons of material handled in a manner that counts as diversion from all accounts receiving refuse collection service from Burrtec

### 3. Diversion Programs

Burrtec has always been at the forefront of material processing and landfill diversion efforts. We take pride in our environmental stewardship and in partnering with our customers and communities to achieve sustainability goals.

Diversion Programs	Single Family	Multi-Family	Commercial	City Services
Legislative Compliance	X	X	X	X
SB 1383 Education, Outreach, and Training	X	X	X	X
Variable Size Container Collection	X	X	X	X
Source Separated Recyclables	X	X	X	X
Special Event Collection Services	X	X	X	X
Source Separated Organics	X	X	X	X
Service Level Selection	X	X	X	X
Bulky Item Collection	X	X	X	X
Container Contamination Minimization	X	X	X	X
Holiday Tree Collection	X	X	X	X
Debris Box Collection	X	X	X	X
Construction & Demolition Processing	X	X	X	X
Compost Delivery and Give Away	X	X	X	X
Onsite Waste Consultation		X	X	X
Source Separated Green Waste		X	X	X
Source Separated Food Waste		X	X	X
Manure	X	X	X	
Edible Food Recovery Assistance			X	X
Sharps Program	X	X		
Clean-Up Days	X	X		
Paper Shred-Events	X	X		
Home Composting Units	X	X		
Textile, Carpet, & Mattress Events	X	X		
City Sponsored Events				X
Litter Abatement				X
Code Enforcement Clean-Up				X

Diversion Programs	Single Family	Multi-Family	Commercial	City Services
Illegal Dumping Clean-Up				X
City Park Service				X
Additional Programs as Required	X	X	X	X

#### 4. Diversion Facilities

##### a. Rent-a-Bin (Conservation Station)

20745 Santa Clara Street, Santa Clarita, CA 91766  
Owner/Operator: Randfam, Inc.

Burrtec will eventually deliver blue cart recycling and green cart organics, per the City's request, to Rent-a-Bin (tpd to be determined) processing facility. Until the permitting and construction has been completed, Burrtec will utilize Sun Valley Paper Stock.

Site Information		
<b>Rent-a-Bin (Small Vol. CDI Operation)</b> 20745 Santa Clara Street Canyon Country (In Santa Clarita), CA 91351 <small>Site Operational Status</small> <b>Active</b> <small>Site Regulatory Status</small> <b>Notification</b>		
<small>Operator</small> Randfam, Inc. P O Box 4463 Chatworth, CA 91311 Phone: (818) 709-5296		

Land Owner(s)			Local Enforcement Agency (LEA)						
<table border="1"> <thead> <tr> <th>Name</th> <th>Address</th> <th>Phone</th> </tr> </thead> <tbody> <tr> <td>Randall, Howard</td> <td>10731 Delco Ave, Chatsworth, CA, 91311</td> <td></td> </tr> </tbody> </table>	Name	Address	Phone	Randall, Howard	10731 Delco Ave, Chatsworth, CA, 91311		County of Los Angeles Department of Public Health 5050 Commerce Dr Baldwin Park, CA 91706 Phone: (626) 430-5540		
Name	Address	Phone							
Randall, Howard	10731 Delco Ave, Chatsworth, CA, 91311								

##### b. Sun Valley Paper Stock

8701 San Fernando Road, Sun Valley, CA 91352  
Owner/Operator: Sun Valley Paper Stock TS and MRF

Site Information		
<b>Sun Valley Paper Stock MRF and TS</b> 8701 North San Fernando Road Sun Valley (In Los Angeles), CA 91352 <small>Site Operational Status</small> <b>Active</b> <small>Site Regulatory Status</small> <b>Permitted</b>		
<small>Operator</small> Sun Valley Paper Stock TS and MRF 8701 San Fernando Road Sun Valley, CA 91352 Phone: (818) 767-8984		

Land Owner(s)			Local Enforcement Agency (LEA)						
<table border="1"> <thead> <tr> <th>Name</th> <th>Address</th> <th>Phone</th> </tr> </thead> <tbody> <tr> <td>Young, Stephen A.</td> <td>14618 Arrow Hwy, Baldwin Park, CA, 91706</td> <td></td> </tr> </tbody> </table>	Name	Address	Phone	Young, Stephen A.	14618 Arrow Hwy, Baldwin Park, CA, 91706		City of Los Angeles Los Angeles Dept of Building & Safety, Local Enforcement Agency Program 221 N Figueroa St Ste 1250 Los Angeles, CA 90012 Phone: (213) 252-3939		
Name	Address	Phone							
Young, Stephen A.	14618 Arrow Hwy, Baldwin Park, CA, 91706								

Burrtec will deliver green container organic source-separated material to the 1250 tpd Sun Valley Paper Stock Large Volume Transfer Station. SVPS will be used as a contingency for organic waste material transfer during construction and permitting at the Rent-a-Bin facility.

**5. Program Schedule**

With the approval of the City, Burrtec will do the following prior to the actual Franchise Agreement start date:

- Inform and educate customers on the full range of all services offered, including container exchange and cleaning, annual events schedule, and container utilization protocols
- Advise customers on selecting container sizes to maximize diversion and the potential cost benefits of increased diversion
- Education requirements established in SB 1383 regulations not already completed by the City
- Provide customers with a comprehensive list of acceptable and non-acceptable items for each container
- Recyclable Materials include but are not limited to:

Aluminum cans	Magazines/catalogs
Aerosol cans	Newspaper
Aseptic containers	Paper
Brochures	Paper tubes
Cardboard	Phone books
Cereal boxes	Pizza boxes
Clothes hangers	Plastic containers #1-#7
Computer paper	Plastic film
Coupons	Plastic milk jugs
Envelopes	Plastic bags
Frozen food boxes and trays	Polystyrene (Styrofoam)
Glass bottles/jars	Tin cans
Glass cosmetic bottles	Tissue boxes
June mail	Wrapping paper
Laundry bottles	

- Organic Materials include but are not limited to:

Fruits	Teabags
Vegetables	Coffee grounds
Cooked meats	Plate Scrapings
-Beef	Food Soiled Paper
-Pork	Tree Trimmings
-Poultry	Prunings
-Seafood	Grass Cuttings
-Shellfish	Dead Plants
Bones	Flowers
Rice	Leaves
Beans	Branches
Pasta	Similar materials generated through landscaping activities
Bread	Similar materials generated through construction activities
Cheese	
Eggs and Eggshells	

While program implementation, education, and outreach efforts work simultaneously throughout the year, key tasks for the first year of service will be realized in the quarters below.

a. First Quarter

- Begin meetings with key City staff monthly to review, at a minimum, program performance, current and anticipated activities, specific outreach performed to promote high participation in diversion programs, the ability for customers to change service levels, awareness of additional services, approve methods to monitor contamination, and customer messaging on diversion programs
- Educate City staff and customers on relevant legislative requirements and provide recommendations to City facilities on increasing recycling participation and decreasing contamination
- Develop and distribute public education and outreach material for all customers
- Sustainability/compliance representative(s) begin site visits and provide public education and outreach to customers supporting diversion requirements

b. Second Quarter

- Waste evaluations and route reviews for customers and at City facilities
- Educate City staff on proper container utilization techniques, source reduction, and prohibiting contamination
- Collaborate with education agencies on Earth Day activities, legislative requirements, container utilization techniques, and prohibiting contaminants

c. Third Quarter

- Focus on right-sizing container services at businesses and multi-family facilities based on a compliance review and results from route reviews conducted
- Provide the City with Burrtec's Sustainability and Compliance plan for the upcoming year detailing measures intended to increase participation and diversion, target "problem" areas, and outline planned education and outreach activities
- Implement the school education and outreach program at the start of the fall semester. The program will include but is not limited to school resources, kid's activities, flyers, and onsite outreach. School programs are tailored to the appropriate education level and the audience receiving the information
- Annual reporting compilation and submittal

d. Fourth Quarter

- Tier 2 customer identification, education, and outreach activities in preparation of edible food recovery expansion of generators set to begin in 2024
- Holiday messaging and collection activities
- Compliance monitoring plan for the upcoming year, including onsite training for service recipients
- Annual services notice informative brochure development in preparation for annual distribution

Subsequent years will follow similar formats and will include implementing targeted program changes, education, and outreach efforts tailored to support diversion requirements based on the results found in the fieldwork completed. Program modifications and additional education and outreach activities will first be approved by the City prior to implementation and conform to SB 1383 regulation requirements.

Understanding that a full complement of on-going education, outreach, and evaluation activities will be required to achieve the diversion goals outlined in the RFP. The diversion plan schedule below identifies key milestones completed annually that will support Burrtec's efforts in attaining the City's

5747  
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waste diversion goals. Significant attention to potential additional program development and outreach may be necessary to reach the Franchised Diversion Rate of 60% by 2031.

Sector	Milestone	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Residential & Multi-Family	Education & Outreach	X	X	X	X	X	X	X	X	X	X
	Route Reviews	X	X	X	X	X	X	X	X	X	X
	Container Size Adjustments	X	X	X	X	X	X	X	X	X	X
	Record Keeping	X	X	X	X	X	X	X	X	X	X
	Enforcement Support		X	X	X	X	X	X	X	X	X
	Diversion Programs	X	X	X	X	X	X	X	X	X	X
Commercial (includes mixed-use service recipients)	Education & Outreach	X	X	X	X	X	X	X	X	X	X
	Route Reviews	X	X	X	X	X	X	X	X	X	X
	Container Size Adjustments	X	X	X	X	X	X	X	X	X	X
	Commercial Business Requirements Education	X	X	X	X	X	X	X	X	X	X
	Edible Food Recovery Assistance & Education	X	X	X	X	X	X	X	X	X	X
	Enforcement Support		X	X	X	X	X	X	X	X	X
	Record Keeping	X	X	X	X	X	X	X	X	X	X
	Diversion Programs	X	X	X	X	X	X	X	X	X	X
City Services	Reporting	X	X	X	X	X	X	X	X	X	X
	Procurement	X	X	X	X	X	X	X	X	X	X
	Community Meetings	X			X		X		X		
	School Education & Outreach Programs	X	X	X	X	X	X	X	X	X	X
	Community Event Participation	X	X	X	X	X	X	X	X	X	X
	Complaint Investigations	X	X	X	X	X	X	X	X	X	X
	Additional Services	X	X	X	X	X	X	X	X	X	X
	Program Evaluation & Adjustment	X	X	X	X	X	X	X	X	X	X

Sector	Milestone	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
	Franchised Diversion Rate Goal	40%	40%	45%	45%	50%	50%	55%	55%	60%	60%

## 6. Estimated Tonnages

The below table segregated by SFD, MFD, Commercial, and Additional Services estimates tonnages for Recyclable and Organic Material delivered and processed, and the estimated residual tonnages for each agreement year to calculate the Franchise Diversion Rate beginning July 1, 2023:

Sector	Material	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Residential	Recyclables	3,931	8,215	9,645	10,053	11,630	12,960	14,813	15,377	17,399	18,031	18,672
	Organics	12,194	24,234	30,472	30,269	33,401	33,164	36,214	35,942	38,906	38,595	38,278
	Residue	4,733	9,579	7,519	7,672	8,695	8,005	8,961	9,119	10,122	10,299	10,477
Multi Family	Recyclables	3,776	7,506	8,392	8,338	9,204	9,794	10,698	10,621	11,501	11,413	11,323
	Organics	1,473	3,085	4,082	4,263	4,939	5,145	5,890	6,123	6,937	7,198	7,462
	Residue	1,986	3,988	4,050	4,047	4,493	3,836	4,221	4,221	4,604	4,604	4,604
Commercial (includes mixed-use service recipients)	Recyclables	3,758	7,445	8,295	8,212	9,032	9,575	10,418	10,301	11,107	10,974	10,839
	Organics	2,884	5,957	7,780	8,024	9,191	9,469	10,727	11,041	12,392	12,744	13,101
	Residue	2,331	4,680	4,419	4,411	4,892	4,244	4,664	4,660	5,079	5,074	5,069
Additional Services	Recyclables	43	87	91	91	93	94	93	94	92	93	93
	Organics	68	137	142	143	146	147	146	148	144	145	146
	Residue	167	336	285	287	239	240	196	198	157	159	160
Diversion %		40.30 %	40.30 %	45.28 %	45.28 %	50.25 %	50.25 %	55.23 %	55.23 %	60.20 %	60.20 %	60.20 %

## 7. Contamination Minimization

Contamination of recycling and organic containers negatively impacts the entire recycling system. The container contamination minimization program is a vital component directly influencing processing and residue disposal costs. Burrtec will include education pieces aimed at minimizing contamination in the outreach program. The results of the waste audits and ongoing compliance reports will be provided to the City and consist of the following elements:

### a. Compliance Review

A desktop audit of generators with more than two (2) cubic yards of total solid waste per week will be scheduled and completed annually. The audit will determine the generator's participation status in organic waste recycling programs and allow focused education and outreach efforts toward entities not subscribed to appropriate service levels.

### b. Contamination Monitoring Plan

Burrtec has developed a comprehensive plan to adhere to the requirements outlined in SB 1383. This plan utilizes trained Burrtec professionals who are experienced with equipment in the field, auditing multiple jurisdictions, and familiar with our work order system and the processes required to resolve exceptions noted while working to accomplish the goals outlined in the Agreement. Burrtec will conduct onsite waste audits and provide written summary

reports for all service recipients at least once per year for the first three (3) years of the term. Thereafter, onsite waste audits will be conducted on a minimum of fifty percent (50%) of commercial service recipients, with the primary focus on those service recipients with the lowest program participation or diversion.

c. Route Reviews

Targeted route reviews will be conducted over multiple weeks to support drivers' daily contamination monitoring activities with multiple personnel. This will allow our auditors to physically observe required commercial customer's recycling and organic waste containers annually. Each auditor will undergo a series of training activities in preparation for the route review. These training activities will include a review of containers utilized, familiarization with route maps and franchise boundaries, a review of acceptable and unacceptable materials for each type of container, and training on recording data in the field. Members of the management team will conduct practice audits, data processing, and contamination noticing for exceptions identified prior to auditors being deployed in the field to ensure a successful, accurate, and timely route review.

d. Waste Evaluations

Mindful of the initial impact of residents witnessing auditors evaluate their containers for prohibited contaminants curbside, Burrtec proposes initially utilizing waste evaluation processes authorized by SB 1383 for residential sectors. Each evaluation will undergo a series of sample collections based on the size of the route studied. Contamination data discovered during the evaluation is documented and photographed. Contamination notices are sent to the entire route studied, identifying prohibited container contaminants discovered, reminding residents of proper container utilization techniques, and providing additional information on source reduction techniques. Drivers witnessing gross contamination or unpermitted waste will still follow contamination-noticing protocols during the waste evaluation process. Targeted route reviews follow for areas found to be over allowable contamination standards.

e. Contamination Noticing and Adequate Service Levels

Auditors and drivers will be equipped with technological aids to document observations in real-time while on the route and minimize data transfer errors. Each auditor will follow route lists designed explicitly for this project, which will detail customer account information in such a way as to allow auditors to capture multiple material commodities in a single visit to the customer's location on a scheduled service day. The Recycling containers shall be considered contaminated if it contains more than 10% percent Non-Recyclable material by weight or volume. The Organic Waste containers shall be considered contaminated if it contains more than 3% percent Non-Organic Waste material by weight or volume. Initial contamination percentages were consistent with requirements outlined in SB 1383 for diversion of recyclables and incompatible materials respectively and subject to more stringent standards should route review results dictate.

Completed audited data is downloaded nightly and reviewed by the management team. An exception list for customers with inadequate service levels will be generated from the data. It will be provided to applicable personnel to process and coordinate follow-up onsite consultations. Container exception-based work orders for identified damage or graffiti will be created for the operations team to remedy timely or on a customer's future service day based on the auditor's findings.

Findings of container contaminants greater than the percentage of the container contents allowed will initially result in a "tag" or warning placed on the container, and the generator will be provided with educational materials detailing material placement expectations and

directions outlining how to remedy the conditions found by the driver or auditor. A progressive list of warnings may be used as follows:

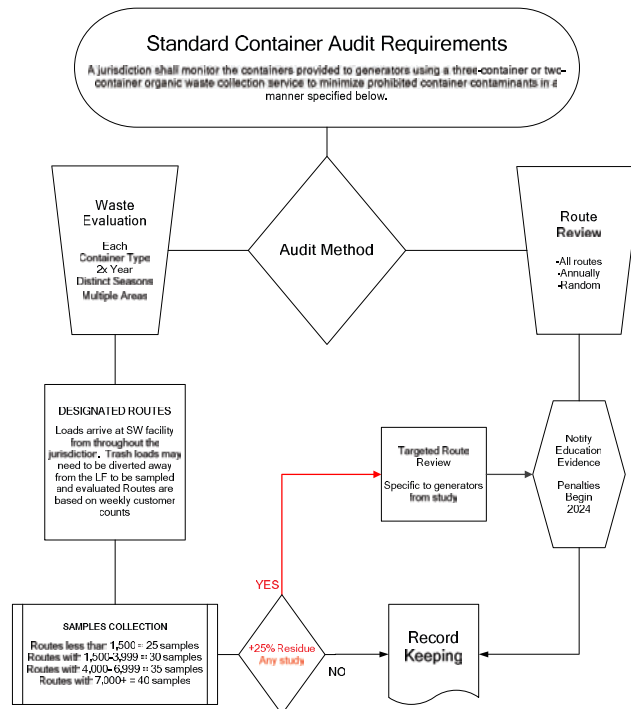
All Single Family, Multifamily, Mixed Use and Commercial Recipients

1<sup>st</sup> & 2<sup>nd</sup> Incident Within One Calendar Year - Upon finding container contaminants, the driver or auditor may photograph contamination. A written notice will be provided to the customer, including properly separating materials left on the container. A secondary notice will be provided through direct contact, mailed, or electronically sent. Secondary notifications will indicate contamination fees assessed for the third and subsequent notifications, and that cart sizes and quantities may be adjusted. Documentation of contamination occurrences will be digitally maintained.

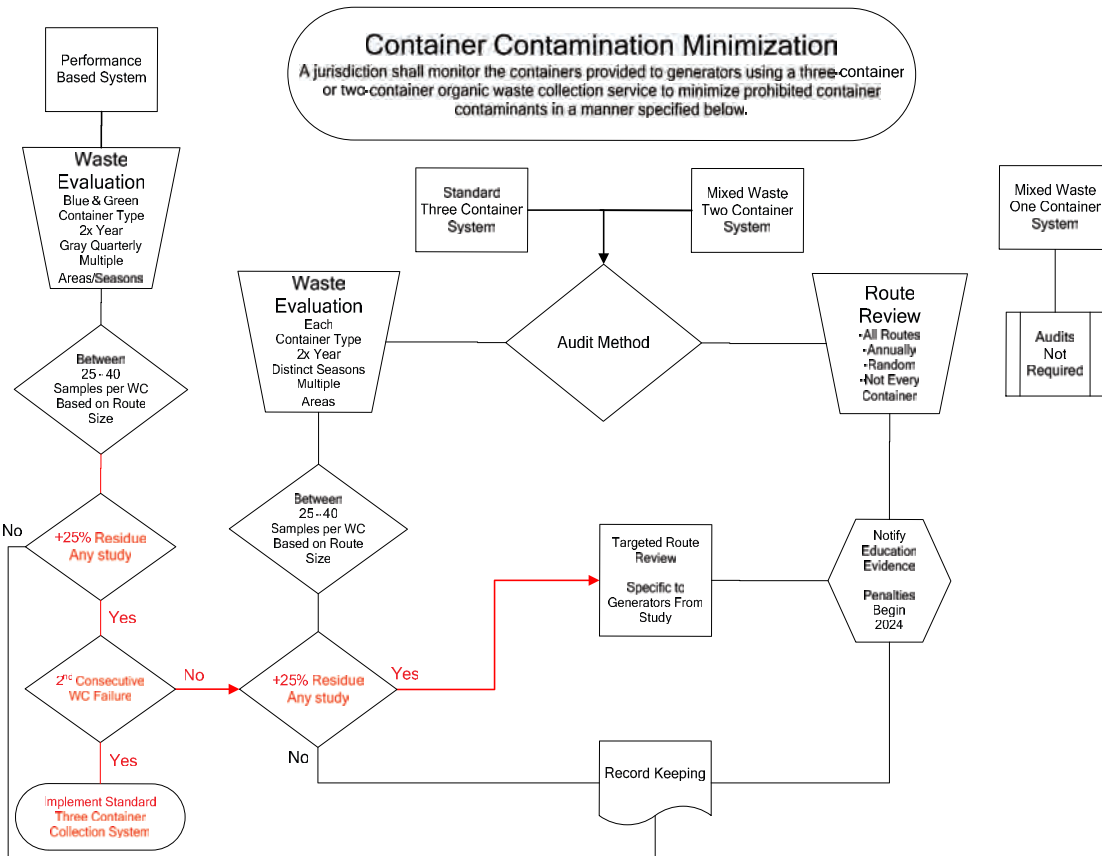
3<sup>rd</sup> or Subsequent Incident Within One Calendar Year- Notifications will be considered Contamination Violation Notices and include digital documentation. Burrtec will provide a written notice, including photographs, collect the contaminated container, and charge the customer a contamination fee. The City will be notified within five business days if container sizes are increased or the customer has a contamination surcharge imposed.

f. Route Reviews & Waste Evaluations

Burrtec will conduct annual route reviews of commercial businesses and waste evaluations for residential customers to verify commercial and residential generators' compliance with organic waste generator requirements outlined in the Contamination Monitoring Plan section. Burrtec will ideally follow the standard three and four container route review and waste evaluation audit process shown below; however, an overview of SB 1383 requirements for each type of container system is located on the following page for reference.







#### g. Route Review Efficiency

Where possible and as approved by the City, Burrtec will attempt to reduce cost impacts and minimize additional labor necessary to comply with contamination monitoring requirements. Operational activities will be customized to facilitate regulatory review requirements by capitalizing on existing programs and Burrtec's material recovery facilities.

### 8. Air Emission Reduction

Organic waste diversion offers many environmental benefits. Burrtec facility's organic management program is designed to utilize the most effective technologies to reduce greenhouse gas emissions, generate renewable energy, and reduce the use of chemical fertilizers in agriculture. Burrtec has fully embraced SB 1383's intention to mitigate the effects of climate change by producing high-quality soil amendments for agriculture and farming as well as organic slurries used in anaerobic digesters.

The Burrtec West Valley Material Recovery Facility compost operation uses covered aerated static piles to aerobically decompose organics into useable compost, significantly reducing odors, bio-aerosols, and particulate matter emissions. The incoming feedstock of green and food material is received, contamination removed, and material ground in the receiving area. The mixture is piled into windrows and covered atop a controlled aerated system. Temperature and oxygen probes monitor the decomposition process as air is blown through the composting pile and passes a bio-filter. Once the retention time in the system has passed, and pathogen reduction requirements consistent with 14 CCR 17868.3 met, the material is moved to open curing piles for 30 to 60 days prior to shipment.



## 9. Reducing Wear and Tear on City Streets

Appropriately sized enclosures, containers, and service frequency assist in maximizing collection efficiency, driver safety, and reducing wear and tear on City streets by limiting the number of times vehicles enter the premises each week. Coupled with the Lytx Safety System and GPS technology, the number of vehicles and routes required for service is significantly reduced, eliminating unnecessary wear and tear on City streets. The routing optimization plan will also reduce wear and tear on the City's streets by maximizing collection times during non-peak traffic.

## 10. Environmental Stewardship

Burrtec continues developing and implementing programs at its facilities with positive environmental impacts.

### a. Water and Power Conservation

- Vehicles operating under compressed natural gas (CNG) fuel systems are powered by renewable natural gas (RNG) produced at dairies and landfills. This process reduces the demand for natural resources and reuses organic waste to power the collection fleet
- Burrtec has installed four (4) compressed natural gas and three (3) liquefied natural gas systems to fuel alternative-powered vehicles at hauling divisions. One such compressed natural gas fueling station is located in the City of Santa Clarita at Burrtec's local hauling facility. Onsite fueling limits wear and tear on City streets, reduces driver hours, and minimizes lines at fueling stations for the public
- Onsite time-fill RNG fuel stations allow a fleet to fill overnight during off-peak hours. Off-peak hours are times when the energy grid has excess electrical generation. Time-fill increases the efficiency of refueling. In addition, time-fill stations ensure that compressors only start and stop one time per day, reducing maintenance and extending the life of the equipment
- A percentage of Burrtec's collected organic waste is converted to renewable natural gas by anaerobic digestion processes at the Los Angeles Sanitation District, San Bernardino BioDigester, and the City of Riverside Water Quality Control Plant. Burrtec intends to utilize renewable natural gas to fuel collection vehicles operating throughout Los Angeles and San Bernardino Counties
- Burrtec's network of organic waste processing facilities recover wood and brushy green waste for use as a renewable biomass fuel. This material is used as a fuel source for energy generation. This "green" fuel is burned in boilers to make steam that in turn powers a turbine to generate electricity. Burrtec's network supplies regional local manufacturing operations with this biomass fuel based on their operational needs
- Wood chips from Burrtec's organic waste processing operations are used to enhance water reduction and conservation. In addition, processed organic materials are also used for erosion control which assists stormwater pollution prevention best management practices
- Native drought tolerant plants and automated sprinkler systems are installed at Burrtec facilities

- Facilities utilize energy-efficient lighting in offices, shop, and general work areas when possible
- Lighting controls in parking lots and common areas are automated via a timer system and adjusted as needed
- In order to conserve electricity, most offices have motion sensors to turn lights off when offices are unoccupied

b. Waste Reduction and Reuse

- Mattress recycling is not a BLUE container program but nonetheless is a vital diversion opportunity worthy of mention. Burrtec participates in California's mattress stewardship program in which the sale of each mattress includes a fee to support mattress recycling
- Commonly referred to as Styrofoam, white expanded polystyrene foam ("EPS") is used in clamshell-type food containers, coffee cups, and packaging material in the form of sheets, blocks, and 'peanuts'. These items may be identified by the #6 recycling symbol. Burrtec uses a densifier to consolidate polystyrene foam efficiently. In the process, the foam is crushed and shredded into small particles that are thermochemically heated and extruded into dense ingots 1/90th their original volume. The palletized polystyrene ingots are shipped to businesses in California that remanufacture the foam into a variety of consumer goods ranging from picture frames to green building materials and nursery plant containers.
- Waste to energy conversion technologies are utilized to further divert material from the landfill and to produce useful energy that is delivered to the regional power supply network. Residue materials from the recyclable materials processed are transported to fully permitted waste to energy facilities. The conversion/transformation credit ranges from 70% to 90% diversion with recent averages closer to 80%. Additionally, the ash from the incineration process is used to generate road base material for use in constructing landfill roads
- Food waste recycling programs are in place in employee kitchen areas where regional organics processing outlets are available
- Burrtec's management team members meet to review company sustainability programs, evaluate the performance of their employee's participation in programs, and develop new programs.
- Facility commingled recycling program. All offices utilize a two-bin system for recyclable and non-recyclable materials. All recyclables are recovered and recycled
- The Company provides reusable drinking cups
- Replaced individual drinking water bottles with water dispensing systems

c. Procurement

- Procurement of waste and recycling office containers, office supplies, promotional items, etc., is based partly on recycled content
- Ink cartridges are returned to manufacture for recycling
- All damaged automated carts are recycled, and all-new cart purchases have recycled content
- Procurement of compost or mulch materials in sufficient quantities to assist the City in meeting SB 1383 requirements. Mulch delivery can be provided in lieu of compost if the City has an enforceable mechanism or ordinance in place per 14 CCR 18993.1(f) ensuring proper renewable organic recovery requirements are met. This program will further promote viable alternatives as best use options for processed green waste and organic materials

d. Other

- Burrtec has developed a vehicle maintenance program that maximizes the efficiency of our fleet and minimizes our environmental impact. Using Amsoil synthetic lubricants and

high-efficiency filtration products, we have reduced our fleet's oil consumption by over 60% and our lubricants by more than 50%. Benefits of Amsoil include

- Reduced emissions
- Increased fuel efficiency
- Longer lasting fleet
- Reduced dependence on foreign oil and petroleum-based products
- Used oils, fluids, and filters from all vehicles are collected and processed for reuse
- Tire recycling program. Worn tires are inspected for DOT compliance and re-treaded, when possible, to reduce the use of virgin materials
- E-waste and Battery recycling programs are in place at Burrtec facilities and offices
- Metal scrap from maintenance shop truck body repairs is recycled

These practices will continue with implementing the exclusive franchise agreements awarded by the City of Santa Clarita. New and/or updated practices will be incorporated into our operations as program alternatives become practical.

#### **11. Use of Local Vendors**

In addition to the City resources required to operate Burrtec's Santa Clarita Hauling Division located at 26000 Springbrook Avenue #101, Burrtec utilizes the following local vendors:

- Truck and equipment related vendors such as truck repair, electrical, plumbing, pest control, & vehicle washing
- Firms such as legal counsel, public relations, media advertising
- Landfill - Chiquita Canyon
- Recycling Processor - Rent-a-Bin
- Participation in the Santa Clarita Valley Chamber of Commerce, VIA and KHTS activities

Nearly 15% of the employees working in the Santa Clarita Hauling Division call the City of Santa Clarita home, including its division manager. Santa Clarita residents' use of local vendors, in addition to the fifty-five (55+) employees currently working daily at the Santa Clarita Hauling division, for nearly two decades, make it difficult to quantify but an essential part of the City's local economy.

#### **12. Innovative "Green Approach"**

##### **a. Electric Collection Vehicle Technology**

Burrtec is pleased to offer an electric-powered collection vehicle for full-time operation in the City of Santa Clarita to demonstrate the next generation of cleaner collection vehicles. This enhancement comes at no additional cost to ratepayers or the City.

Burrtec has been closely following the development of electric-powered collection vehicles and has concluded that the technology is 'route-ready' under the right circumstances. Electric-powered trucks will provide cleaner, healthier air will be quieter in neighborhoods, and power requirements will be met partly from renewable resources (estimated at 30+% and increasing each year).

Burrtec has ordered six electric-powered collection vehicles from Autocar for delivery in 2022. The Autocar ACX chassis will be powered by BLUE Horizon 14Xe ePowertrain supplied by Meritor, Inc. from its North Carolina production facilities.

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Burrtec will commit one of these new EVs full-time to a Santa Clarita residential recycling route to demonstrate to the residents and businesses of Santa Clarita that the City and Burrtec are committed to enhancing our environment.



Schematic Drawing of BLUE Horizon 14Xe ePowertrain by Meritor, Inc.

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b. Innovative Facilities

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Burrtec takes great pride in knowing we have the resources to meet the individual needs of the customers and the communities we serve. Our experience and knowledge will be used to successfully execute the contract requirements for the City of Santa Clarita.

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The implementation of the state's organic waste reduction regulations adopted under Senate Bill 1383 (Short Lived Climate Pollutants) is the next critical step to protect our communities and our environment from the impacts of climate change. In order to keep pace with California's SB 1383 statewide goal of 75% reduction of organics disposed of in landfills, the jurisdictions serviced by Burrtec must divert an estimated 670,000 new tons of organic material each year by 2025. Targeting methane reduction in emissions in landfilled organics is an effective mechanism for combating climate change and moving toward a more sustainable future in each facility Burrtec owns and operates.

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A brief description of our facilities, capabilities, and innovations to support SB 1383 requirements are included below:

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1) Organic Waste Facility Network

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Composting is nature's way of recycling. Burrtec's four compost facilities receive yard waste and food waste that is broken down to become food for plants. Through composting, the amount of refuse sent to the landfill is reduced, the organic matter is reused rather than disposed of, and recycled into a valuable soil amendment. By composting, the generation of greenhouse gases, mainly methane, is significantly reduced. In addition to emission reduction, compost replenishes and revitalizes exhausted farm soils by replacing trace minerals and organic material, reduces soil erosion, and helps prevent stormwater runoff.

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Brief descriptions of each facility follow.

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West Valley Material Recovery Facility

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Burrtec's premier facility, the West Valley Material Recovery Facility, is located in the San Bernardino West Valley Region of Fontana. The West Valley facility is a 7,500-ton per day large volume transfer and processing facility handling mixed recyclables, wood waste, organic waste (green waste and food waste), metals, and construction/demolition/inert materials (CalRecycle SWIS No. 36-AA-0341).

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Victor Valley Material Recovery Facility

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Located at 17000 Abby Lane, Victorville, Victor Valley MRF is a 985-ton per day large volume transfer/processing facility with an active 100-ton per day food waste composting facility and a planned permitted 150-ton per day medium volume construction/demolition/inert material processing facility (CalRecycle SWIS No. 36-AA-

0346). Burrtec operates this facility through a long-term agreement with the High Desert Joint Powers Authority.

Edom Hill Compost Facility

Located in Cathedral City at the Edom Hill Transfer Station site, the Edom Hill Compost Facility is a new 500-ton per day compost facility permitted processing source-separated food waste and mixed organic waste into compost (CalRecycle SWIS No. 33-AA-0376).

Coachella Valley Compost Facility

Located in Coachella, Coachella Valley Compost is a 985-ton per day composting facility processing wood waste, biosolids, manure, liquid waste, green materials, food wastes, and construction/demolition material (CalRecycle SWIS No. 33-AA-0292).

2) State of the Art Facilities

Agua Mansa Material Recovery Facility

Located in Jurupa Valley, Agua Mansa is a 4,000-ton per day large volume transfer and processing facility handling mixed recyclables, wood waste, metals, inert material, green waste, construction & demolition waste and a mixed organics in-vessel composting facility (CalRecycle SWIS No. 33-AA-0248). In addition to the composting operations, the Agua Mansa Facility has recently undergone significant sort line improvements, including robotics. Agua Mansa offers transfer capability for residuals and non-recoverable solid waste.

3) Anaerobic Digesters

Burrtec's sister company, EDCO, is near full operation of the first fully permitted state-of-the-art, advanced technology Anaerobic Digestion (AD) Facility in San Diego County. Anaerobic digestion is an efficient and environmentally sustainable technology that can significantly contribute to managing organic waste in California and can power a fleet of trucks with Renewable Natural Gas (RNG).



c. Strategic Partnerships

Burrtec has partnered with Agromin. Established in 1972, Agromin manages over 1.2M tons annually of organic waste materials through its processing facilities and strategic partners' facilities.

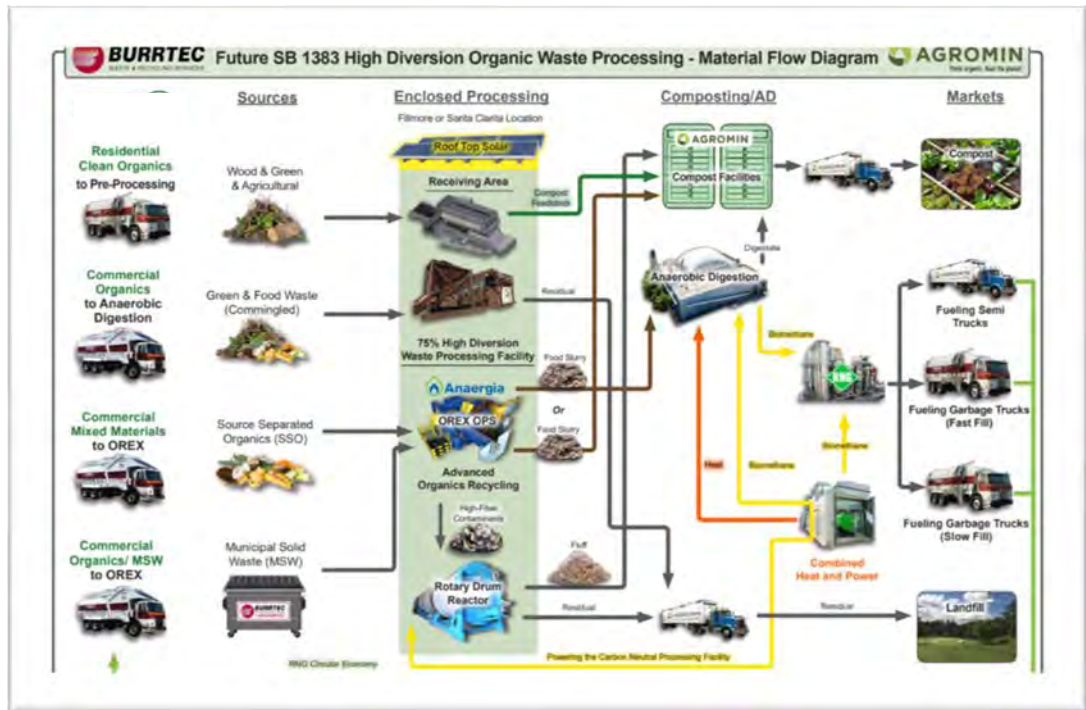
Although Burrtec is planning on utilizing Rent-a-Bin for Santa Clarita, Burrtec's network of organic waste processing strategic partners are working in collaboration toward establishing a network of facilities and processing centers specifically designed to achieve the state mandated requirements, sequester carbon in the soil, and reduce harmful greenhouse gas (GHG) emissions as illustrated in the High Diversion Organic Waste Processing flow chart below:



Future High Diversion Organic Waste Processing Facilities will house many technologies to prepare feedstock from single family, multi-family and commercial municipal solid waste. Should the three-container system alone not achieve the 75% diversion rate, facilities must add additional technologies to capture unrecovered organics and recyclables from the municipal solid waste stream to eventually reach 75% diversion. Burrtec with Agromin is endeavoring to surpass state mandates and help develop facilities so that communities can achieve the benefits of a zero-waste infrastructure.

d. Supplier Partnerships

Rehrig Pacific pioneered a previously impossible process to manufacture carts out of an unprecedented 40% recycled material without sacrificing strength or curb appeal. The High-Density Polyethylene (HDPE) resin that Rehrig Pacific uses in its carts makes them 100% recyclable. This allows our cart manufacturer to create a closed-loop system reclaiming and recycling broken carts for reuse in new products at the end of life. Rehrig Pacific also has a



best-in-class R&D lab leading the way in evaluating non-traditional plastics sources, from bulky rigid plastic-like patio chairs and laundry hampers to materials like ocean waste and discarded rope. With seven manufacturing sites across the United States, Rehrig Pacific has a strategic national footprint that allows for timely production and delivery of new cart orders and lower freight costs.

Rehrig Pacific uses 60 million pounds of recycled post-consumer plastic diverted from the waste stream each year. Rehrig's latest innovation includes the development of an innovative new solution in diverting and utilizing ocean-bound plastics. The OceanCore recycling cart is the first rollout cart made with ocean-bound plastics. OceanCore results from Rehrig Pacific's unique manufacturing expertise and a first-of-its-kind process that allows Rehrig to combine virgin plastic with unmatched volumes of recycled material. The result is a product that contains more recycled material than previously thought possible without compromising the structural integrity or appearance of the final product.



### 13. Procurement

Burrtec offers an initial allocation of compost and mulch in tonnage amounts necessary to achieve 30% of jurisdictional procurement requirements. The following programs should all be considered:

- Community compost giveaway events
- City parks landscape, medians, and turf enhancements where recycled organic products are used to minimize water usage and improve soils
- Compost used in stormwater detention basins to promote vegetation growth
- New construction and landscaping projects to meet Water Efficient Landscape requirements for compost and mulch application

Through a direct service provider agreement, Burrtec will act as a broker on behalf of the City to help meet procurement targets outside of jurisdictional boundaries.

Future considerations include utilization of renewable natural gas to fuel collection vehicles that will aid the City in achieving the procurement obligations when reliable volumes of CNG transportation fuel become available.



## Exhibit 11

### Outreach and Education Plan

#### 1. Prior to Service Start Activities

Outreach describes the ways in which we communicate with our customers.

- Update Burrtec Santa Clarita Website. Immediately following the execution of the agreement, the Santa Clarita Burrtec website will be updated to provide our new Santa Clarita customers with full information about Burrtec services, programs and events
- Acceptable Material Labels. During the container assembly procedure, labels identifying acceptable materials will be affixed to every container (carts and bins) used for collecting Trash, Recyclable Materials and Organic Material
- Residential Service Brochure. Burrtec will distribute a bi-lingual service brochure to each residential dwelling receiving individual collection to introduce them to services and promote recycling and organic material diversion
- Community Associations. Burrtec will initiate contact with individual community associations recommended by the City for purposes of holding informational meetings with residents and businesses to discuss the transition of services prior to the service start date
- SCV Chamber of Commerce Presentations. Burrtec will conduct a SCV Chamber of Commerce board of directors briefing on the transition and briefings at one or more Chamber events
- Community Meetings. Burrtec will conduct noticed community meetings for purposes of outlining services and answering questions from residents and businesses
- Media Advertising. Burrtec will publish print media advertisements utilizing KHTS, The SCV Signal, and other local publications and websites to alert the community to the upcoming transition in service providers

#### 2. Implementation Programs

Burrtec's waste recycling and diversion program include comprehensive public education and outreach that details program services and maximizes the diversion of recyclables, green waste, food waste, bulky items, sharps, mattresses, and e-waste. Our approach to successful recycling and diversion programs is simple.

- Provide a wide selection of acceptable materials
- Offer a complete yet straightforward collection program
- Implement a public education plan that encourages participation
- Reinforce the diversion programs
- Encourage residents to "Reduce, Reuse, Recycle"
- Educate City staff and Service Recipients on AB 341, AB 1826, AB 1594 and SB 1833

The SB 1383 regulations require that organics recycling education and outreach be provided to all residents, businesses (including those generating edible food that can be donated), local food banks, and other food recovery organizations.

In communities where a substantial number of residents speak non-English languages, education and outreach materials will be translated to ensure all residents and businesses can effectively participate in organic recycling services.



A variety of outreach methods will be used to inform customers on program requirements, including the following mandated topics:

- Methane gas reduction benefits, specifically how emissions resulting from the decomposition of organic waste in landfills are a significant source of greenhouse gas (GHG) emissions contributing to global climate change
- Reduction of landfilled organics which are responsible for 25 percent of California's methane emissions
- Prevention of organic waste generation, recycling organic waste onsite, sending organic waste to community composting, and any other local requirements regarding organic waste
- Information on the organic waste generator's requirements to follow proper container utilization techniques and edible food donation programs



a. Schedule of Materials

Brochures. Burrtec will distribute bilingual brochures on recycled paper, describing services, proper use of containers, new container colors, and acceptable materials to all customers (Residential and Commercial) before the Service Start Date. Brochures will also be distributed to new customers when a change in occupancy becomes known to Burrtec.

Billing Statements. Each billing statement sent by Burrtec on recycled paper will contain a brief notification to customers. Notifications include, holiday schedules, program participation requirements, and legislative reminders.

Newsletters. Burrtec will distribute bilingual newsletters printed on recycled paper to Residential customers as an insert in the bill on a quarterly basis. Commercial newsletters will be distributed via Burrtec's customer billing to coincide with special program notices such as SB 1383 requirements.

Social Media. Burrtec will continue to develop and produce content pertinent to program participation and diversion goal accomplishment on social media platforms. Content includes titles such as:

- "Our Story" – A short history of Burrtec
- "Recycling" – Burrtec's material recovery facilities
- "Coming Soon" – Food waste recycling program development
- "What is Organic Waste" – Overview of acceptable green container material
- "Christmas Tree Disposal" – How to properly prepare your Christmas tree for disposal

b. Service Brochures

At contract inception, a service brochure will be provided to customers printed on recycled paper. New customers will also receive the brochure as part of the Burrtec welcome packet.

These brochures will provide a comprehensive overview of the solid waste, recycling, and organic waste programs, and the additional services. The brochures will be produced in English, Spanish, or other languages where required and will include, but not be limited to, the information listed below.

- Scope of services and geographical area including general information on container colors and sizes available, how to change container sizes and quantities, information about what to place in containers, and instructions on the set-out site
- Holiday Schedules
- Delivery, pick up, exchange, and replacement of containers
- Burrtec office hours, toll-free customer service telephone number, e-mail address, and website
- City's information such as telephone number, location, Household Hazardous Waste information, and other information as required
- Newsletter
- Training on how to sort organic and recyclable material
- Description of green waste and food waste items allowable for collection and items prohibited
- Description of acceptable recyclable materials

c. Community Meetings

1) Prior to Start of Contract

Burrtec will hold community meetings to explain the new contract services and highlight program elements. Meetings will be held on weekday evenings and separate Saturdays as agreed upon with City's approval. The meeting dates, program information, and arrangements will be reviewed with City staff prior to finalizing. All customers will receive a community meeting notification at least two weeks prior to the meeting or approved by the City.

2) Instructional

Upon request, Burrtec will hold community meetings in English and/or Spanish or other languages as required informing customers how to recycle properly and what organic waste diversion means.

d. Written Notices and Outreach Materials

1) Upon Start of Services

Burrtec will develop written educational materials and deliver them to Customers. Burrtec will utilize technology, such as smartphones to distribute educational materials, reach more people, and reduce paper waste. Customers will be given a choice of how they want to receive the information, through traditional quarterly newsletters or via "monthly" e-mail or text message. Educational materials include:

2) Articles

Burrtec will develop a bilingual (Spanish and other languages as required) article with color graphics containing information that encourages recycling and educating customers services available. Topics include the following examples:

- Available services notices and information
- New cart colors
- Placement of carts, including during heavy rains
- Holiday Tree collection instructions
- Benefits of source separation, reduction, and prevention of solid waste



- Information on how organic waste is diverted from the landfill
- Methane reduction benefits of reducing organic waste in landfills
- Bulky Items
- Illegal Dumping
- Cleaning Containers
- Holiday Schedule
- Commingling of Solid Wastes
- 4 R's, reduce - reuse - recycle - rethink
- Carts left in the street
- Unpermitted Waste disposal
- New solid waste laws
- Articles specific to service areas such as palm fronds



### 3) Special Event Announcements

Burrtec will develop and deliver outreach notices to Customers on various events upon receiving approval from City. Some notifications will be limited to text or e-mail messages and not be included in newsletters. Examples of events are as follows:

- City Household Hazardous Waste Collection Drop-Off Events
- City Neighborhood Cleanup Events
- Quarterly Paper Shredding Events
- Compost/Mulch Giveaway Events
- Textile, Carpet, and Mattress Collection Drives
- Availability of Food Waste Pails
- Sharps Program Information
- Bulky Collections
- Home Composters
- Cart and Bin Exchange and Cleaning
- Holiday Collection schedule
- Billing reminders, upon Customer request (e-mail)
- Service interruptions (e-mail)
- Non-collection notices (e-mail)

Certain notifications will be limited to e-mail messages and do not apply to newsletters.

Burrtec will provide notices up to six (6) weeks in advance of events, except as related to billing reminders, service interruptions, and non-collection notices. Notices may include artwork, layout, or notices provided by the City.

### 4) Distribution

The articles and announcements will be disseminated in the following ways, as requested by Customers:

#### a) Newsletters

Newsletters will be available in electronic format such as PDF and will be printed on 8.5"x11" or 8.5"x14" sized recycled paper, whichever is appropriate. Burrtec will develop one-page (additional page for Spanish and other languages, if required by City) information newsletters in color and deliver these newsletters to Customers four times each contract year. A second English page may be added to the newsletter once per year if requested by Director.

b) E-mail

Burrtec will send brief electronic messages containing links to full articles, upcoming events, and/or newsletters for Customers who request them. For example, in late December, send an e-mail worded, "Have a holiday tree to get rid of? Click here." with a link to an article about holiday trees. When there is a Santa Clarita local HHW Collection Event nearby, send an e-mail worded, "Leftover household chemicals, paint, or used oil to get rid of? Click here."

c) Container Notices

Drivers will place notification tags educating customers on prohibited contaminants found. Burrtec will provide information on proper container utilization techniques and how contamination can be corrected at the time of discovery. The information may be provided using standard mail or notifications sent via e-mail. Red tags are applied to residential customer carts.

d) On-Site Waste Audits

Waste audit summary reports will be provided to customers upon completion of the evaluation. Summary report information will include container findings, educational materials including source reduction techniques, benefits of participation in collection programs, ability, and suggestions to "right-size" containers, and methods to reduce contamination. The information may be provided using standard mail or notifications sent via e-mail.

5) Delivery of Written Materials to Customers

Burrtec will deliver general materials (such as notices and newsletters) to Customers by any or all the following means approved by City:

- U.S. Postal Service
- Door-to-door delivery service
- Insert in monthly Customer bills
- Electronic mail (E-mail)
- Other means approved by the City

The City's designee will be included in the mailing list and ensure that available materials are sent to the City simultaneously they are sent to customers. When items are mailed, a proof of mailing can be submitted within seven days of mailing.

6) Social Media

Burrtec will reach out to Customers and make information available regarding services by current social media and the following means approved by the City.

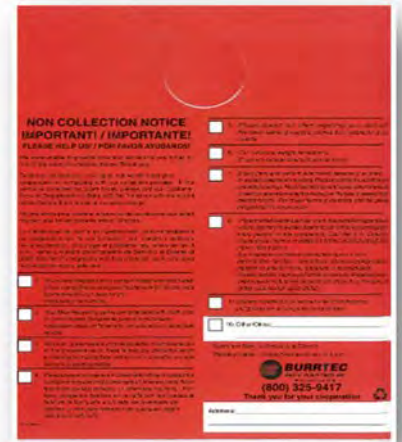
Burrtec's Official Social Media Presence Includes:



Facebook: [www.facebook.com/burrtecscv](http://www.facebook.com/burrtecscv)



Twitter: <https://twitter.com/burrtecwaste>







Instagram: <https://www.instagram.com/burrtecscv>



YouTube: [https://www.youtube.com/channel/UCqaJ5\\_Ea4Nx1EY4LDDAS9CA](https://www.youtube.com/channel/UCqaJ5_Ea4Nx1EY4LDDAS9CA)



LinkedIn: <https://www.linkedin.com/company/burrtec-waste-industries>

e. City, School, Facilities, and Business Community Programs

Partnering with schools, city facilities, businesses, and community programs is crucial in ensuring methods to reduce contamination are successfully disseminated throughout the community. Participation in events such as, but not limited to, will include:

- Community and School Earth Day activities
- SCV Chamber of Commerce meetings
- VIA Meetings
- Rotary Club meetings
- Oldtown Newhall's Senses
- Santa Clarita Valley Certified Farmer's Markets
- The Learning Center at the Newhall Library and others
- The KHTS Home and Garden Show
- HOA meetings
- Non-Profit Events
- Churches, neighborhood and community groups, and other informal networking activities

f. "Recycling All-Star" Awards

Effective recycling efforts are an integral part to a successful recycling and organic waste diversion program. To reinforce these diversion efforts, Burrtec will provide annual recognition to participants meeting program standards. Education and outreach activities will encourage participants to actively engage in programs and become a "Recycling All-Star." Randomly selected participants are eligible to receive recognition at November City Council meetings. The Contest information and program winners are announced in the quarterly newsletters.

g. City Staff Training

Department staff, Code Enforcement, and janitorial staff will be trained at the City's scheduled date and time on the following topics:

- Collection Programs and Full Range of Additional Services
- Regulatory Requirements and Relevant State Legislation
- Methods to Reduce Contamination
- Source Reduction Techniques
- Acceptable Materials
- Benefits to Participation in Recycling Programs
- Record-Keeping Requirements
- Purchasing Policy Requirements
- CalGreen and MWELo Requirements
- Enforcement and Inspection Requirements
- Best Management Practices

6515 **3. Methods to Reduce Contamination**

6516  
6517 Burrtec will utilize several methods to reduce contamination and ensure diversion goals are met in  
6518 Santa Clarita. Burrtec's experience with program implementations have shown that no one method  
6519 can be relied upon, but rather a flexible, multi-faceted approach is required. Burrtec will develop an  
6520 explicitly tailored program, designed with expert local knowledge, local community engagement,  
6521 and local participation for Santa. Below is a list of primary methods that will be utilized to achieve  
6522 program goals:  
6523

- 6524 • Education, Education, Education. Ensuring customers understand program requirements  
6525 is the first critical component to achieving stated goals
- 6526 • Participation in Community and School Events. Participating in community events and local  
6527 schools to demonstrate how proper container utilization works and reduce contamination is  
6528 another critical component to achieving stated goals
- 6529 • Generator Feedback. Through onsite waste consultations with businesses, contamination  
6530 notices, targeted education, and outreach, and ultimately notices of violation, and individual  
6531 generator feedback is critical to achieving stated goals
- 6532 • Data Analysis. The use of route review and waste evaluation results in conjunction with  
6533 community waste characterization data will assist in targeting high contamination generators
- 6534 • Equipment Readiness. Operation's readiness to deploy additional containers, exchange  
6535 container sizes, and respond to customer requests is critical to ensure contamination  
6536 minimization efforts are successful
- 6537 • Technology. Burrtec's continued efforts to upgrade and utilize state-of-the-art equipment at  
6538 recovery facilities works and partner with leading industry experts in composting to ensure  
6539 diversion goals can be met  
6540

6541 **4. Benefits of Participation**

6542  
6543 Burrtec will focus on the following elements to inform customers of the benefits of recycling and  
6544 organic waste collection programs:  
6545

- 6546 • Information on how recycling conserves natural resources
- 6547 • Information on how participating in recycling programs prevents pollution by reducing the  
6548 need for raw materials
- 6549 • Information on methods to recycle organic waste onsite, sending organic waste to  
6550 community composting, and any other local requirements regarding organic waste
- 6551 • Information regarding the methane and greenhouse gas reduction benefits of reducing the  
6552 local Santa Clarita Valley landfill disposal of organic waste
- 6553 • Information on the methods of organic waste recovery
- 6554 • Information related to the public health and safety, and environmental impacts associated  
6555 with the landfill disposal of organic waste
- 6556 • Information regarding programs for donating edible food through the City of Santa Clarita's  
6557 Edible Food Recovery Program which helps those who are food insecure
- 6558 • Information about food recovery organizations and services operating within the City of  
6559 Santa Clarita, including a list of those services
- 6560 • Information about actions that commercial edible food generators can take to prevent the  
6561 creation of food waste

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## Exhibit 12

### Acceptable Recyclable Materials

Recyclable Materials include but are not limited to:

Aluminum cans	Magazines/catalogs
Aerosol cans	Newspaper
Aseptic containers	Paper
Brochures	Paper tubes
Cardboard	Phone books
Cereal boxes	Pizza boxes
Clothes hangers	Plastic containers #1-#7
Computer paper	Plastic film
Coupons	Plastic milk jugs
Envelopes	Plastic bags
Frozen food boxes and trays	Polystyrene (Styrofoam)
Glass bottles/jars	Tin cans
Glass cosmetic bottles	Tissue boxes
June mail	Wrapping paper
Laundry bottles	

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