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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.

This 1st day of July 2023

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

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

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

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

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

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

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

121

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

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

161 1.08 Agreement. "Agreement" means the written agreement between the City and the
162 Contractor covering the work to be performed and all contract documents attached to the agreement and
163 made a part thereof.

164 1.09 Agreement Administrator. The City Manager, or his or her designee, designated to
165 administer and monitor the provisions of the Agreement.

166 1.10 Agreement Year. Agreement year means each twelve (12) month period from July 1st to
167 June 30th during the term of this Agreement.

168 1.11 Applicable Law. "Applicable Law" means all laws, regulations, rules, orders, judgments,
169 decrees, permits, approvals, or other requirement of any federal, state, county, city, and local governmental
170 agency having jurisdiction over the collection and disposition of Solid Waste, including Recyclable Materials,
171 Organic Waste, and Construction and Demolition Debris.

172 1.12 Best Management Practice. Best Management Practice means the schedule of activities,
173 prohibition of practices, maintenance procedures, and other management practices to prevent or reduce, to
174 the maximum extent that is technologically and economically feasible, the discharge of pollutants in the
175 storm drain system.

176 1.13 Bin. "Bin" means a metal or plastic waste container designed or intended to be
177 mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to
178 six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins
179 are set forth in Exhibit 4.

180 1.14 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably
181 be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical
182 clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human
183 and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps,
184 contaminated clothing and surgical gloves.

185 1.15 Brown Goods. Electronic equipment such as stereos, televisions, computers, VCR's and
186 other similar items collected from SFD Service Units.

187 1.16 Bulky Waste. "Bulky Waste" or "Large Items" has the same meaning as defined in Section
188 15.44.010 of the Municipal Code. "Bulky Waste" means Solid Waste consisting of discarded white goods,
189 furniture, tires, carpets, mattresses, and similar large items which do not fit in a regular Collection Container
190 and require special handling due to their size but can be collected and transported without the assistance of
191 special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not
192 include abandoned automobiles and other vehicles, nor does it include items defined as Exempt Waste.

193 1.17 Business Day. Any Monday through Friday, excluding any holidays as defined in Section
194 5.03.

195 1.18 Calendar Year. Each twelve (12) month period from January 1 to December 31.

196 1.19 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20)
197 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided
198 by the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients
199 for collection, accumulation, and removal of solid waste from commercial, industrial, or residential premises
200 in connection with Exclusive Franchise Collection Services. The specifications for Contractor-provided Carts
201 are set forth in Exhibit 4.

202 1.20 CERCLA. The Comprehensive Environmental Response, Compensation and Liability Act
203 of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations promulgated
204 thereunder.

205 1.21 Change in Law. means the occurrence of any of the following events after the Effective
206 Date, when such event has a material and adverse effect on the Parties' performance of their respective
207 obligations under this Agreement (except for any payment obligations): (i) the enactment, adoption,
208 promulgation, amendment, repeal, judicial interpretation, or formal administrative interpretation of any
209 Applicable Law; (ii) the issuance of any order or judgment of any federal, state, or local court or agency in a
210 proceeding to which a Party is a party, but not to the extent such order or judgment finds the Party asserting
211 there to have been a Change in Law to have been negligent or otherwise at fault; or (iii) the denial,
212 suspension, or termination of any government permit or other entitlement, but not to the extent such denial,
213 suspension, or termination is the result of any act or omission of the Party asserting there to have been a
214 Change in Law.

215 1.22 City. The City of Santa Clarita, California, including any unincorporated areas of the County
216 that may be annexed by the City during the Initial Term and all extensions.

217 1.23 City Collection Service. City Garbage Collection Service, City Organic Waste Collection
218 Service, City Recycling Service, City Clean-up Services, City-Sponsored Events Services, and Large Item
219 Collection Services.

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

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

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

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

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

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

238 1.24 City Facility. City Facility(ies) means any building or other site that the City owns, leases,
239 or occupies that are listed in Exhibit 3.

240 1.25 City Manager. City Manager means the City Manager of the City of Santa Clarita, or his or
241 her designated representative, or any employee of the City who succeeds to the duties and responsibilities
242 of the City Manager.

243 1.26 Collect and Collection and Collected. The removal of Solid Waste from a Service Unit and
244 transportation to a Disposal Facility, Organic Waste Processing Facility, Materials Recycling (or Recovery)
245 Facility, or Transfer Station as appropriate.

246 1.27 Collection Container. A Bin, Cart, or Roll-Off Container that is approved by the Agreement
247 Administrator for use by Service Recipients for Collection Services under this Agreement.

248 1.28 Collection Services. Contractor's obligations under this Agreement to Collect Solid Waste
249 within the Service Area. Collection Service includes Residential Collection Service, Commercial Collection
250 Service, and City Collection Service.

251 1.29 Collection Vehicle. A licensed vehicle that has all required licenses to provide Collection
252 Service and that has been approved by the Agreement Administrator for use under this Agreement.

253 1.30 Commencement Date. Has the meaning specified in Section 2.01 of this Agreement.

254 1.31 Commercial Collection Service. Collection Service provided to Commercial Service Units.
255 Commercial Collection Service includes Commercial Garbage Collection Service, Commercial Organic
256 Waste Collection Service, and Commercial Recycling Collection Service. Commercial Collection Service
257 specifically includes the following:

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

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

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

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

268 1.32 Compactor. Any Collection Container which has a compaction mechanism, whether
269 stationary or mobile.

270 1.33 Compost. "Compost" means the act or product of the controlled biological decomposition
271 of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also
272 include the product of anaerobic digestion or other conversion technologies.

273 1.34 Construction and Demolition Debris. "Construction and Demolition Debris" or "C & D" refers
274 to by Section 15.44.010 of the Municipal Code. "Construction and Demolition Debris means discarded
275 materials removed from premises, resulting from construction, renovation, remodeling, repair,
276 deconstruction, or demolition operations on any pavement, house, commercial building, or other structure
277 or from landscaping. Such materials include but are not limited to "inert wastes" as defined in Public
278 Resources Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt),
279 gravel, plaster, gypsum wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry,
280 trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building
281 materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition
282 operations on pavements, houses, commercial buildings, and other structures.

283 1.35 Consumer Price Index (CPI-U). The index sets published by the United States Department
284 of Labor, Bureau of Labor Statistics. Consumer Price Index series CUURS49ASA0 All Urban Consumers
285 (CPI-U), Los Angeles-Long Beach-Anaheim, not seasonally adjusted.

286 1.36 Contaminant. Any material or substance placed into or found in a Collection Container
287 other than the type of Source Separated material for which that Collection Container is intended or reserved.
288 For example, anything that is not Recyclable Materials is a Contaminant if placed into or found in a
289 Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a Contaminant if
290 placed into or found in an Organic Waste Collection Container.

291 1.37 Contractor. Burrtec Waste Industries Inc, which has entered into this Agreement.

292 1.38 County. Los Angeles County, California.

293 1.39 Dispose or Disposal. "Disposal" or "Dispose" means the final disposition of Solid Waste at
294 a permitted Landfill or other permitted Solid Waste disposal facility, as defined in California Public Resources
295 Code 40192(b).

296 1.40 Disposal Facility. "Disposal Facility" means the place or places listed in Exhibit 9 as
297 City-approved locations for the Disposal of Garbage or other materials as appropriate and acceptable.

298 1.41 Diversion or Divert. The programs and activities that reduce or eliminate the Disposal of
299 Solid Waste in landfills, which can include source reduction, reuse, salvage, Recycling, and Composting.

300 1.42 Dwelling Unit. A building or part of a building designed for residential use by a single
301 independent housekeeping unit and having separate exterior access, toilet, and facilities for cooking and
302 sleeping.

303 1.43 Edible Food. "Edible Food" has the same meaning as found in Section 15.44.010 of the
304 Municipal Code. Edible Food means food intended for human consumption. For purposes of this Agreement,
305 Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or
306 authorizes the recovery of food that does not meet the food safety requirements of the California Retail Food
307 Code.

308 1.44 Edible Food Recovery. "Edible Food Recovery" means the actions to collect and distribute
309 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go
310 to waste such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining
311 facilities.

312 1.45 Effective Date. "Effective Date of Agreement" shall mean the date on which the Agreement
313 is signed and delivered by the last of the parties to sign and deliver.

314 1.46 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge,
315 automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid
316 batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

317 1.47 Food Waste. "Food Waste" has the same meaning as set forth in Section 15.44.010 of the
318 Municipal Code. "Food Waste" means (1) food scraps including all edible or inedible food such as, but not
319 limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese,
320 coffee grounds, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source
321 Separated from other Food Scraps; and (2) food-soiled paper, which is compostable paper material that has
322 come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups,
323 napkins, and pizza boxes.

324 1.48 Franchised Diversion. Franchised Diversion means the rate of diversion that Contractor is
325 responsible to achieve as defined and calculated Section 8.01.3 of this Agreement.

326 1.49 Franchise Fee. The fee stated in Section 4.03.1 of this Agreement that Contractor has
327 voluntarily agreed to pay in consideration of the exclusive rights granted by the City under this Agreement.

328 1.50 Garbage. "Garbage" has the same meaning as set forth in Section 15.44.010 of the
329 Municipal Code. All putrescible and non-putrescible solid, semi-solid and associated liquid waste generated
330 or accumulated through the normal activities of a premises. Garbage does not include Recyclable Materials,
331 Organic Waste, or Large Items, that is source-separated and set out for purposes of collection and recycling.

332 1.51 Green Waste. “Green Waste” has the same meaning as set forth in Section 15.44.010 of
333 the Municipal Code. “Green Waste” means grass clippings, leaves, landscape and prunings waste, wood
334 materials from trees and shrubs, and other forms of organic materials generated from landscapes or
335 gardens.

336 1.52 Gross Revenue. All monetary amounts actually collected or received by Contractor for the
337 provision of Franchise Services pursuant to this Agreement, including but not necessarily limited to: all
338 receipts from Service Recipients, inclusive of late charges, contamination charges, Franchise Fees or any
339 other cost of doing business. “Gross Revenue”, for purposes of this Agreement, does not include any
340 revenues generated from the sale of Recyclable Material, Compost or energy, grants, cash awards, State of
341 California Department of Conservation payments, or rebates resulting from the performance of this
342 Agreement.

343 1.53 Hazardous Waste. “Hazardous Waste” has the same meaning as set forth in Section
344 15.44.010 of the Municipal Code. Hazardous Waste shall have the meaning set forth in California Code of
345 Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and regulations as
346 may be amended from time to time.

347 1.54 Holiday. “Holiday” means New Year’s Day, Memorial Day, Independence Day, Labor Day,
348 Thanksgiving Day, Christmas Day, and any other day recognized by resolution of the City Council or
349 designated by Contractor as a day on which waste Collection Service will not be provided until the following
350 day, excluding Sunday.

351 1.55 Home Compost Bin. A portable durable container purchased by the Contractor, and
352 distributed to SFD or MFD/MXD Service Recipients as requested, and stored and distributed by the
353 Contractor to SFD or MFD/MXD Service Recipients for use by those Service Recipients to compost Organic
354 Waste at their premises.

355 1.56 Household Hazardous Waste. “Household Hazardous Waste” means that waste resulting
356 from products purchased by the general public for household use which, because of its quantity,
357 concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential
358 hazard to human health or the environment when improperly treated, disposed or otherwise managed, or,
359 in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any
360 of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations
361 Title 22, Division 4.5, Chapter 11, Section 66261.3.

362 1.57 Kitchen Food Waste Pail. A plastic receptacle with a rated capacity not exceeding two and
363 one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD Service Unit for temporary storage of
364 SFD Organic Waste that is approved for such purpose by City.

365 1.58 Limited Franchise Agreement. Formerly “Non-exclusive Franchise Agreement”, a separate
366 agreement with the City which permits a contractor on a non-exclusive basis to provide for service to Collect
367 Solid Waste, Organic Waste, Construction and Demolition Debris, and/or Recyclable Materials on a
368 temporary basis.

369 1.59 Manure. Stable bedding and other waste matter normally accumulated and associated with
370 stables or in livestock.

371 1.60 Manure Collection Services. The periodic Collection of Manure by Contractor from Service
372 Units in the Service Area, the delivery of the Manure to a properly permitted facility that accepts Manure, the
373 processing and marketing of Manure.

374 1.61 Materials Recovery Facility. Materials Recovery Facility (MRF) means a facility listed in
375 Exhibit 9 to which commingled Solid Waste, Organic Waste and Recyclable Materials are brought for
376 separation into marketable Recyclable Materials.

377 1.62 Maximum Service Rate. The maximum amount that Contractor may charge Service
378 Recipients for Collection Services, as listed in Exhibit 1, and as may be adjusted in accordance with the
379 provisions of this Agreement.

380 1.63 Mixed Waste Processing Facility. Means a State-permitted commercial Solid Waste facility
381 listed in Exhibit 9 which accepts and processes Unicycling for diversion from landfill disposal. The City
382 reserves its Flow Control Rights over the Mixed Waste Processing Facility.

383 1.64 Multi-Family Dwelling (MFD) Collection Service. MFD Solid Waste Collection Service
384 serves a Multi-Family Dwelling, and specifically includes the following, MFD Garbage Collection Service,
385 MFD Large Item Collection Service, MFD Organic Waste Collection Service, and MFD Recycling Service:

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

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

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

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

401 1.65 Municipal Code. Code means the City of Santa Clarita Municipal Code.

402 1.66 Non-Collection Notice. A written notice approved by the Agreement Administrator that
403 notifies a Service Recipient of the reason Contractor did not Collect Solid Waste set out for Collection.

404 1.67 Organic Waste. “Organic Waste” has the same meaning as set forth in Section 15.44.010
405 of the Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled paper waste
406 that is mixed in with Food Waste.

407 1.68 Organic Waste Collection Service. The Collection of Organic Waste from Service Units and
408 processing at an Organic Waste Processing Facility, and the disposal of all Organic Waste Processing
409 Residue.

410 1.69 Organic Waste Processing Facility. “Organic Waste Processing Facility” means any facility
411 designed, operated and legally permitted for the purpose of receiving and processing Food Waste, Green
412 Waste, and Organic Waste listed in Exhibit 9. The City shall designate the Organic Waste Processing Facility
413 for the Contractor to deliver Collected Organic Waste material under this Agreement.

414 1.70 Overage. Overage means Solid Waste set out for Collection either on top of or outside of
415 a Container or in any manner that prevents the Container lid from completely closing or potentially cause
416 Solid Waste to spill during Collection by Contractor’s vehicles.

417 1.71 Premises. “Premises” means any land or building in the City where waste is generated or
418 accumulated.

419 1.72 Prohibited Container Contaminants. “Prohibited Container Contaminants” means any of
420 the following but does not include Organic Waste specifically allowed for Collection in a Container that is
421 required to be transported to a high diversion organic waste processing facility if the waste is specifically
422 identified as acceptable for Collection in that Container in a manner that complies with the requirements of
423 14 CCR Section 18984.1, 18984.2, or 18984.3. (A) Non-Organic Waste placed in a Collection Container
424 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic
425 Wastes that are, carpet, hazardous wood waste, or non-compostable paper placed in the Collection
426 Container that is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1
427 or 18984.2; (C) Organic Wastes, placed in a Collection Container designated for Garbage, that pursuant to
428 14 CCR Section 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container
429 designated for Organic Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection
430 Container designated for Recyclable Materials shall be considered Prohibited Container Contaminants
431 when those wastes were specifically identified in this Agreement, or through local ordinance for Collection
432 in the Container designated for Organic Waste, or mutually agreed to and promulgated by the City and
433 Contractor. Paper products, printing and writing paper, wood and dry lumber may be considered acceptable
434 and not considered Prohibited Container Contaminants if they are placed in Collection Container designated
435 for Recyclable Materials; and (E) Exempt Waste placed in any Collection Container.

436 1.73 Quarter. A three-month period during a calendar year. The first Quarter is January through
437 March. The second Quarter is April through June. The third Quarter is July through September. The fourth
438 Quarter is October through December.

439 1.74 Rate Year. Rate Year means the period January 1st to December 31st, for each year during
440 the Term of this Agreement.

441 1.75 Recyclable Materials. “Recyclable Materials” has the same meaning as set forth in Section
442 15.44.010 of the Municipal Code and means those materials that are separated from Solid Waste prior to
443 disposal to be recycled consistent with the requirements of the Act. Recyclable Materials that can be placed
444 in the Recycling Container include but are not limited to, glass and plastic bottles, aluminum, tin and steel
445 cans, metals, unsoiled paper products, printing and writing paper, and cardboard, and any other items as
446 determined by the Agreement Administrator.

447 1.76 Recycling. “Recycling” means the process of collecting, sorting, cleansing, treating and/or
448 marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic
449 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality
450 standards necessary to be used in the marketplace. The collection, transportation or disposal of Solid Waste
451 not intended for, or capable of, reuse is not Recycling. “Recycling” does not include transformation as defined
452 in Public Resource Code Section 40201.

453 1.77 Residential Collection Service. “Residential Collection Service” means ongoing regularly
454 scheduled collection of Solid Waste by an Exclusive Franchise from Residential Service Units and MFD
455 Service Units and the delivery of that Solid Waste to a Disposal Facility, Recycling Facility, and/or Organics
456 Processing Facility.

457 1.78 Residential Premises. “Residential Premises” means: (i) any building or structure, or
458 portion thereof, that is used for residential housing purposes and has four (4) or fewer distinct living units;
459 and (ii) any multiple unit residential complex which, with the prior written approval of the City Manager,
460 receives Solid Waste Collection services using standard residential Containers.

461 1.79 Residual or Residuals. “Residual” or “Residuals” means Solid Waste that is not Diverted
462 from landfill Disposal after it has been delivered to an Organic Waste Processing Facility or a Recyclables
463 Processing Facility for processing for Diversion from landfill Disposal. Residual does not include Recyclable
464 Materials or Organic Material that is processed for Diversion but lacks an available market.

465 1.80 Roll-Off Container. A metal container with a capacity of ten (10) or more cubic yards that
466 is normally loaded onto a specialized Collection vehicle and transported to an appropriate facility.

467 1.81 Santa Clarita Valley. “Santa Clarita Valley” shall include the unincorporated areas of North
468 Los Angeles County.

469 1.82 SB 1383. “SB 1383” means State of California Senate Bill 1383 Short-lived Climate
470 Pollutants: Organic Waste Reductions, approved September 19, 2016.

471 1.83 Self-Haul. Collection of Solid Waste by the resident, owner, or occupant of the Premises
472 on which the Solid Waste was generated pursuant to a City-issued permit and in accordance with the
473 requirements of the Municipal Code.

474 1.84 Service Area. That area within the city limits of the City of Santa Clarita designated by City
475 as the Service Area.

476 1.85 Service Recipient. An individual or entity receiving Collection Service.

477 1.86 Service Unit. "Service Unit" means a single subscriber to Contractor's Collection Services.
478 SFD Service Units, MFD Service Units, MXD Service Units, City Service Units or Commercial Service Units.
479 Service Unit specifically includes the following:

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

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

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

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

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

494 1.87 SFD Collection Service. SFD Garbage Collection Service, SFD Recycling Service, SFD
495 Organic Waste Collection Service, and SFD Large Item Collection Service.

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

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

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

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

510 1.88 Single-family Dwelling or SFD. “Single-family/duplex dwelling” or “SFD” means any
511 residential premises with fewer than five (5) units single attached dwelling units, each designed for use by
512 one bona fide housekeeping group.

513 1.89 Sludge. The accumulated solids, residues, and precipitates generated as a result of waste
514 treatment or processing, including wastewater treatment, water supply treatment, or operation of an air
515 pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or
516 similar disposal appurtenances or any other such waste having similar characteristics or effects.

517 1.90 Solid Waste. “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and
518 liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and
519 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances,
520 dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, Manure, vegetable or
521 animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California
522 Public Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes
523 Recyclable Materials but does not include (1) Hazardous Waste; (2) radioactive waste regulated pursuant
524 to the Health and Safety Code Section 114960 et seq.; and (3) medical waste regulated pursuant to the
525 Health and Safety Code Section 117600 et seq.

526 1.91 Source Separated. “Source Separated” means materials that have been kept separate in
527 the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order
528 to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted
529 products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined
530 in 14 CCR Section 17402.5(b)(4).

531 1.92 SRRE (Source Reduction and Recycling Element). A formal planning document that
532 demonstrates how the City will comply with the Act’s diversion goals.

533 1.93 Term. “Term” means the time period or duration which the Agreement is in effect.

534 1.94 Transfer Station. “Transfer Station” means the place or places listed in Exhibit 9 as City-
535 approved locations conveyance of Solid Waste Collected by Contractor into larger vehicles prior to
536 transportation of the Solid Waste to a Disposal Facility or Processing Facility.

537 1.95 Unicycling. A method of separating trash and recyclable materials in a single Collection
538 Container. Trash materials are collected in bags and deposited into the Collection Container and recyclable
539 materials are deposited into the Collection Container loose and unbagged.

540 1.96 Universal Waste or U-Waste. Electronic devices, dry-cell batteries, non-empty aerosol
541 cans, fluorescent lamps, and fluorescent bulbs, mercury thermostats, and other mercury containing
542 equipment.

543 1.97 Waste. “Waste” means the useless, unused, unwanted or discarded material and debris
544 resulting from normal residential and commercial activity or materials which, by their presence, may

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

547 1.98 Waste Generator. “Waste generator” means any person, as defined by the most current
548 version of the Public Resources Code, whose act or process produces solid waste as defined in that same
549 code, or whose act first causes solid waste to become subject to regulation.

550 1.99 Waste Reporting System (WRS). The electronic data recording and reporting system that
551 Contractor uses to provide data and reports that this Agreement requires Contractor to give to the City.

552 1.100 White goods. “White goods” means enamel-coated major appliances, such as washing
553 machines, clothes dryers, hot water heaters, stoves, and refrigerators.

554 1.101 Work Day. Any day, Monday through Saturday, that is not a Holiday as set forth in Section
555 5.03 of this Agreement.

556 1.102 Wood Waste. “Wood waste” means Solid Waste consisting of stumps, large branches, tree
557 trunks, and wood pieces or particles that are generated from the manufacturing or production of wood
558 products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

559 Article 2. Term of Agreement

560 2.01 Initial Term. The initial term of this Agreement will be for ten (10) year period beginning
561 July 1, 2023 and terminating on June 30, 2033. Contractor shall commence performance of its Collection
562 Service obligations under this Agreement on July 1, 2023 (“Commencement Date”).

563 2.02 Extension of Term. Contractor may request up to two, five (5) year term extension to the
564 Initial Term, and at City’s sole option, City may grant Contractor’s request to extend the term. Under no
565 circumstances will City be obligated to extend the term. Contractor must request the first five (5) year
566 extension by June 30, 2031 in order to be eligible for the term extension, and June 30, 2036 in order to be
567 eligible for the second term extension.

568 2.03 Performance Review Prior to Five (5) Year Extension. A billing audit and performance
569 review shall be conducted two years prior to the end of the Initial Term (i.e., during 2031, and to be completed
570 by December 31, 2031) as described in Section 17.02. The cost of the review shall be paid as specified in
571 that Section. In order to be eligible for an Extension of the Term of the Agreement under Section 2.02,
572 Contractor must meet billing and performance standards to the satisfaction of the City. In the event
573 Contractor fails to meet the minimum service and diversion requirements set forth in Section 8.01.1, this
574 Agreement will terminate on June 30, 2033 as set forth in Section 2.01 of this Agreement.

575 Article 3. Conditions Governing Services Provided by Contractor

576 3.01 Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and
577 conditions set forth herein, the Exclusive Franchise, right and privilege to collect, remove and dispose of, in
578 a lawful manner, Solid Waste, Recyclable Materials, and Organic Materials accumulating in the City’s

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

581 3.02 Recyclable Materials Organic Waste, and Bulky Waste Discarded by Service Recipients.

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

592 3.03 Exclusions to Exclusivity.

593 3.03.1 Specialized Recyclable Materials. If Contractor is unable or unwilling to Collect and
594 process for diversion specialized materials, including, but not limited to, Organic Waste, metals,
595 Construction and Demolition Debris, laboratory waste, pallets and others, and which a third party is able to
596 re-use or Recycle, Service Recipients shall have the right to engage the third-party recycler to collect and
597 Recycle those Source-Separated Recyclable Materials provided that the diversion is verified by the City
598 and the third party obtains a City recycling permit.

599 3.03.2 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a
600 Commercial Service Unit has source separated Recyclable Material, the Waste Generator is entitled to sell
601 that Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment to
602 the Waste Generator, when such collector is permitted as appropriate under the City Municipal Code.

603 3.03.3 Byproducts of Food and Beverage Processing. Under AB 3036 (2018), certain
604 byproducts from the processing of food or beverages from agricultural or industrial sources, provided they
605 do not include animal, including fish, processing byproducts, they are Source-Separated, they are not
606 discarded (meaning the generator may not pay the recipient any consideration, or accept a discount or
607 reduction in price for collecting, processing, or transporting such material), and they are used as animal
608 feed, are exempted from this Exclusive Franchise Agreement. Entities requesting exemption must apply to
609 the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code,
610 or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer
611 manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits
612 manufacturer, as defined in Section 23015 of the Business and Professions Code.

613 3.03.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Large Items which
614 is Source Separated at any premises by the waste generator and donated to youth, civic or charitable
615 organizations qualified as such pursuant to Federal law.

616 3.03.5 Gardening or Landscape Services. Green Waste removed from a premises by a
617 gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that
618 company rather than as a hauling service;

619 3.03.6 Temporary Services. Temporary Collection services for Solid Waste and
620 Construction and Demolition Debris is covered under the City's Limited Franchise Agreement and
621 Contractor must abide by terms of that agreement for Collection and processing and Diversion of
622 Construction and Demolition Debris.

623 3.03.7 Permanent Roll-offs. Permanent Roll-off Collection services for Solid Waste and
624 Construction and Demolition Debris in a Roll-Off Container is covered under the City's Limited Franchise
625 Agreement and Contractor must abide by terms of that agreement for Collection and processing and
626 Diversion of Construction and Demolition Debris.

627 3.04 Responsibility for Service Billing and Collection. Contractor is responsible for the billing
628 and collection of payments for Collection Services within the Service Area.

629 Article 4. Franchise Fees and Payments

630 4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by
631 Contractor to City under this Agreement are the product of extensive negotiations and constitute valid
632 consideration for the rights and privileges granted to Contractor under this Agreement.

633 4.02 Reimbursement for the Cost of Procurement Process. Contractor shall reimburse the City
634 a one-time fee for the cost of the Franchise Agreement solicitation, evaluation and award process of **Three**
635 **Hundred Thousand Dollars (\$300,000)**. This fee shall be due and payable on the thirty (30) day after the
636 Effective Date of the Agreement.

637 4.03 Quarterly Fees and Payments. The following quarterly fees and payments shall be due and
638 payable on the twentieth (20th) day of the month following the end of each Quarter for which the Collection
639 Services were provided; first such payment being due on October 20, 2023. The City Council may adjust the
640 Quarterly Fees by resolution, in which case Contractor shall be entitled to a rate adjustment as a City-
641 directed change in accordance with Section 30.01. The Quarterly Fees shall be accompanied at the time of
642 payment by a written report, in a format acceptable to the City, setting forth the calculations Contractor used
643 to determine the amount due and the basis for those calculations. Figures used in the report shall be taken
644 from Contractor's general books of account, and Contractor shall retain all supporting documentation in
645 accordance with the records retention requirements in Section 22.01.

646 4.03.1 Franchise Fee. Contractor shall pay the City a quarterly Franchise Fee equal to
647 **ten percent (10%)** of the Gross Revenue received by the Contractor from Collection Services provided in
648 the City pursuant to this Agreement.

649 4.03.2 Marketing and Sales of Recyclable Materials. Contractor shall be responsible for
650 marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Contractor shall pay
651 City **\$5.50 per ton** on Recyclable Materials revenue. This shared revenue, from all recovered Recyclable

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

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

659 4.04 Annual Fees and Payments. The following annual fees and payments shall be due and
660 payable on July 1 of each calendar year; the first such payments being due on May 1, 2023. The City Council
661 may adjust the Annual Fees by resolution, in which case Contractor shall be entitled to a rate adjustment as
662 a City-directed change in accordance with Section 30.01. On each anniversary of the Commencement Date,
663 each of the following annual fees and payments shall increase by the same percentage that the Maximum
664 Service Rate increases for that same Calendar Year.

665 4.04.1 Administrative Fee. In consideration of the administrative costs of managing the
666 City's solid waste program, Contractor shall pay City an annual Administrative Fee of **Three Hundred**
667 **Thousand Dollars (\$300,000).**

668 4.04.2 SB 1383 Implementation Fee. In consideration of the implementation, reporting,
669 and enforcement costs of SB 1383, Contractor shall pay City an annual SB 1383 Implementation Fee of
670 **One Hundred and Thirty Thousand Dollars (\$130,000).**

671 4.04.3 Advertising and Outreach Contribution. Contractor shall pay the City an annual
672 Advertising and Outreach Contribution in the amount of **Twenty Thousand Dollars (\$20,000).**

673 4.05 Time and Method of Payment. Contractor shall pay all amounts owed under this Article
674 without prior notice or demand and without abatement, deduction, offset or credit in lawful money of the
675 United States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in
676 which case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-
677 marked on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped
678 receipt from the City by 5:00 p.m. on the due date.

679 4.06 Late Payments. In the event Contractor fails to pay the City any amounts owed under this
680 Article on or before the applicable due date, then in addition to the amounts already owed, Contractor shall
681 pay a penalty as specified in Exhibit 6, except to the extent that such lateness is due to extenuating
682 circumstances. Contractor must submit any request for approval of a late payment in writing at least five (5)
683 Business Days prior to the date on which fees are due, and the request must be accompanied by a written
684 explanation of the extenuating circumstances and adequate supporting documentation. The City shall not
685 unreasonably withhold its approval, and shall notify Contractor within three (3) business days of receiving
686 the request whether and to what extent the request has been approved.

687 4.06.1 Taxes and Utility Charges. The Contractor shall pay all taxes lawfully levied or
688 assessed upon or in respect of the operating assets or the Collection Services, or upon any part thereof of

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

691 4.06.2 Franchise Fee Disputes. In the event of any disputes between the Contractor and
692 the City with respect to the fees described in this Article 4, the City shall provide the Contractor with written
693 objection within 180 days of the receipt of the written report described in Section 4.03, encompassing the
694 dispute amount. The City shall state its objections in writing with reference to the applicable portion(s) of
695 the report and its reasons then known for its dispute. The Parties agree to meet and confer regarding any
696 such dispute.

697 Article 5. General Requirements

698 5.01 Service Standards. Contractor must perform all Collection Services under this Agreement
699 in a thorough and professional manner as described in Article 25, while meeting the minimum performance
700 and diversion standards listed in Article 17 according to the Sustainability and Compliance Plan (Exhibit 10)
701 developed by the Contractor and approved by the City.

702 5.02 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools,
703 facilities, and personnel supervision required for the performance of Contractor's obligations under this
704 Agreement. Contractor must always have sufficient backup equipment and labor to fulfill Contractor's
705 obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of
706 labor, equipment, tools, facilities or supervision will be provided or paid to Contractor by City or by any
707 Service Recipient except as expressly provided by this Agreement.

708 5.03 Holiday Service. The City observes New Year's Day, Memorial Day, Independence Day,
709 Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required to provide
710 Collection Services or maintain office hours on the designated holidays. In any week in which one of these
711 holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be
712 delayed one Work Day for the remainder of the week with normally scheduled Friday SFD Collection
713 Services being performed on Saturday. Commercial Collection Services will be adjusted as set forth in Article
714 12 but must meet the minimum frequency requirements of one (1) time per week. Collection Services will
715 not take place on Sundays, unless previously authorized by the Agreement Administrator.

716 5.04 Inspections. The City has the right to inspect Contractor's facilities or Collection Vehicles
717 and their contents used to provide services pursuant to this Agreement at any reasonable time while
718 operating inside or outside the City.

719 5.05 Commingling of Materials.

720 5.05.1 SFD Materials Collected in Santa Clarita. Contractor may not at any time
721 commingle any SFD materials Collected pursuant to this Agreement with any other material Collected by
722 Contractor inside or outside the City of Santa Clarita without the express prior written authorization of the
723 Agreement Administrator.

724 5.05.2 Commercial Materials Collected in Santa Clarita. Contractor may commingle
725 Commercial materials collected pursuant to this Agreement with other materials collected outside the City
726 of Santa Clarita, provided that Contractor tracks the tonnage of Commercial material collected inside the
727 City of Santa Clarita separately using a City-approved allocation methodology. Changes to the allocation
728 methodology may only be made with the express prior written authorization of the Agreement Administrator.

729 5.05.3 Recyclable Materials. Subject to Sections 10.08.2 and 12.04.4, Contractor may not
730 at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this Agreement with
731 any other material type Collected by Contractor without the express prior written authorization of the
732 Agreement Administrator.

733 5.05.4 Organic Waste. Subject to Sections 10.09.4 and 12.05.7, Contractor may not at
734 any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any
735 other material type Collected by Contractor, without the express prior written authorization of the Agreement
736 Administrator.

737 5.05.5 Commingled Garbage and Recyclables. Only in special circumstances in which
738 separate Collection Containers pose a challenge due to space or logistical constraints, and with prior written
739 authorization of the Agreement Administrator, Contractor will Collect Commercial Garbage and Recyclable
740 Materials in the same Collection Container, using a Split-bin or Unicycling, for the purposes of processing
741 Recyclable Materials for diversion.

742 5.06 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service
743 Recipients the correct combination of Cart and Bin sizes and collection frequency beyond the minimum
744 bundled service requirements as necessary, that matches their unique service needs to reduce
745 contamination of Recyclable Materials and Organic Waste, and provide service at least cost to Service
746 Recipient. To support City's diversion goals and Contractor's Diversion Requirements as set forth in Section
747 8.01.1, Contractor is only required to collect and process Recyclable Materials if they have been separated
748 by the Service Recipient from Garbage and Organic Waste and will only be required to collect Organic Waste
749 if it has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

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

760 5.07 Violations by Service Recipients. The following provisions will apply to all Commercial,
761 MFD, MXD, and SFD Service Recipients.

762 5.07.1 First and Second Occurrence. For the first and second occurrence within any one
763 Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste),
764 Contractor must collect the contaminated container (as Solid Waste) and must affix a Contamination
765 Violation Notice to the contaminated container which contains instructions on the proper procedures for
766 sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail,
767 e-mail, or in person (which may be a container tag), that for the third and subsequent incidents of excess
768 contamination, the Service Recipient may be charged a contamination fee for the contaminated container,
769 and Contractor may increase the Collection Container size, or require an additional Collection Container.
770 Contractor's representative must also contact the Service Recipient by phone, U.S. mail, e-mail, or in
771 person (which may be a container tag) to ensure that they have the appropriate level of service for proper
772 collection of Recyclable Materials and/or Organic Waste. Contractor must also document the contamination
773 issue in the Waste Reporting System provide digital/visual documentation to the Service Recipient that
774 clearly documents the Service Recipient's on-going contamination problems.

775 5.07.2 Third Occurrence. For the third or subsequent occurrence within any one Calendar
776 Year of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor
777 must collect the contaminated Container (as Solid Waste) and must charge the Service Recipient a
778 contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable Materials or
779 Organic Waste Collection Services. Contractor must provide (or have provided) digital/photographic
780 documentation to the Service Recipient that clearly documents the Service Recipient's on-going
781 contamination problems and written Notices of contamination as described above. Contractor may increase
782 the Container size or collection frequency and impose a contamination surcharge on the account for a
783 period of six months or until the Service Recipient has demonstrated no contamination for a period of three
784 consecutive months. Contractor must document contamination issue and surcharge in Waste Reporting
785 System and notify City within five (5) Business Days if Contractor increases the Container size or collection
786 frequency for excessive contamination or imposes the contamination surcharge to the account. City will
787 consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against
788 offending Service Recipients in order to secure discontinuance of the contamination.

789 5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination
790 occurrence is tracked annually per Calendar Year, and resets at the start of each Calendar Year if
791 contamination occurrences are not active and consecutive. Where contamination is occurring, and
792 occurrences are consecutive and unremedied their count shall continue across Calendar Years until remedy
793 occurs. In this case, once the Service Recipient has demonstrated no contamination for a period of three
794 consecutive months the tracking calendar will reset.

795 5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a
796 contamination charge (which must be within 30 days of them being assessed), Contractor will temporarily
797 halt any contamination charge and/or increased Maximum Service Rate resulting from increasing the
798 Collection Container size, or collection frequency, and Contractor may request a ruling by the City Manager
799 to resolve the dispute. During the pendency of any request, Contractor may restore Container size or
800 number, or collection frequency to the prior levels. A request by Contractor to the City Manager to rule on
801 any such dispute must be filed within ten (10) Business Days of Contractor's halting of contamination charge,

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

811 5.10 Container Overage and Correction Procedures. If a Customer is found to habitually
812 overflow their Collection Container(s), i.e., lid will not close, and/or material not contained within Container
813 Contractor may take the steps as listed below to correct Customers' on-going overflow of material. All
814 customers will be notified of Collection Overages. Contractor shall notify the City regarding Commercial,
815 MFD, and MXD customers that habitually overflow their Containers so that the City can take appropriate
816 action with such customers in order to secure discontinuance of the overages.

817 5.11 Overage and Correction Procedures. Contractor shall provide the Service Recipients the
818 correct combination of Collection Containers and collection frequency that matches each Service Recipient's
819 unique service needs to enable clean, efficient, and cost-effective collection of Solid Waste, Recyclable
820 Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in
821 the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety.
822 Contractor has also agreed to conduct recycling audits and provide outreach and support to Service
823 Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually
824 overflow their Solid Waste Collection Containers, Contractor may take the steps as listed below to correct
825 Service Recipient's on-going overflow of Solid Waste.

826 5.12 Prior Arrangements For Collection. If the Service Recipient has made prior arrangements
827 with Contractor for Collection of Solid Waste Overages, Contractor must collect such Overages as arranged,
828 and may charge the Service Recipient the Solid Waste Overage fee (prior arrangement) rate set forth in
829 Exhibit 1.

830 5.13 No Prior Arrangements. If the Service Recipient has not made prior arrangements with
831 Contractor for Collection of Solid Waste Overage, (i) Contractor may collect such Solid Waste Overage at
832 no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a
833 Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor
834 may Collect the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste
835 Overage fee (no prior arrangement) rate set forth in Exhibit 1 as provided below, or increase the capacity or
836 frequency of Collection of the existing Collection Container(s) to match documented service needs as
837 provided below. In managing Solid Waste Overages, the following apply:

838 5.13.1 SFD Service Recipients – Each Occurrence. For each occurrence Contractor will
839 not collect the Solid Waste Overage if the Collection Container could not be serviced by normal operating
840 procedures or cause spillage upon servicing and Contractor must provide the following written notice via e-

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

846 5.13.2 Commercial and MFD/MXD Service Recipients – Each Occurrence. Contractor
847 must provide a written notice on the Container and may provide a copy of the notice via e-mail, U.S. mail,
848 or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description
849 and photograph of the Solid Waste Overage. Contractor may collect the Solid Waste Overage and may
850 charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1, and increase the capacity,
851 or collection frequency of the Collection Container to match documented service needs. At least ten (10)
852 Business Days prior to increasing the Collection Container size, or frequency of Collection, Contractor's
853 representative must also contact the Service Recipient by phone, U.S. mail, e-mail or in person (which may
854 be by Non-Collection Notice) to ensure that Service Recipient has the appropriate level of service.
855 Contractor must document overage issue in the Waste Reporting System and notify City within ten (10)
856 Business Days of any changes in Service Recipient's Collection Container size or collection frequency. The
857 increased capacity or collection frequency will remain in effect until Contractor determines that it is no longer
858 needed to prevent overages, which may be longer than the one Calendar Year stated above. Such
859 determination will be in Contractor's sole but reasonable discretion and will be subject to the dispute
860 resolution procedure set forth below. City will consider, and pursue as applicable, appropriate legal
861 remedies against offending Service Recipients in order to secure discontinuance of the overages.

862 5.14 Tracking Occurrences of Solid Waste Overage. Regarding Sections 5.11 – 5.13 after
863 twelve (12) months have passed from the last applicable Solid Waste Overage occurrence, the next Solid
864 Waste Overage occurrence will be deemed a first Solid Waste Overage occurrence.

865 5.15 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste
866 Overage charge or container size or collection frequency change within 30 days of the disputed action,
867 Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate
868 resulting from increasing the Collection Container size or collection frequency, and Contractor may request
869 a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor may
870 restore Container size or number, or collection frequency, to the prior levels. A request by Contractor to the
871 City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting
872 of Solid Waste Overage charge, or increased Maximum Rate, and must include written documentation and
873 digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or
874 phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the
875 City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on
876 resolving the dispute between and Service Recipient will be final. If the City Manager rules in favor of the
877 Service Recipient, Contractor must credit the disputed charge or increased Maximum Service Rate. If the
878 City Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted Solid
879 Waste Overage charge and/or increased Maximum Service Rate resulting from increasing the Solid Waste

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

882 5.16 Ownership of Materials. Except as provided otherwise under Applicable Law, title to
883 Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to
884 Contractor at such time as said materials are set out for Collection.

885 5.17 Spillage and Litter. Contractor may not litter premises in the process of providing Collection
886 Services or while its vehicles are on the road. Contractor must transport all materials Collected under the
887 terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from
888 Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Collection
889 Services so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable
890 Materials, or Organic Materials and must immediately, at the time of occurrence, clean up such spilled or
891 dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

892 5.17.1 Except as provided in Section 12.03.3, Contractor is not responsible for cleaning
893 up sanitary conditions caused by the carelessness of the Service Recipient; however, Contractor must
894 clean up any material or residue that is spilled or scattered by Contractor or its employees.

895 5.17.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting
896 from Contractor's operations or equipment repair must be covered immediately with an absorptive material
897 and removed from the street surface. Contractor must document spillage in the Waste Reporting System
898 and notify City's stormwater compliance coordinator within ninety (90) minutes of any spills resulting from
899 Contractor's operations or equipment. When necessary, Contractor must apply a suitable cleaning agent
900 and cleaning technique to the street surface to provide adequate cleaning as approved by the City's
901 stormwater compliance coordinator to be compliant with the City's stormwater permit.

902 5.17.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or
903 litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary,
904 Contractor must engage third-party environmental clean-up specialist to remove any equipment oil,
905 hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts.
906 If clean-up is not conducted to satisfaction of City, City has right to engage environmental clean-up
907 specialist to perform additional clean-up work at the expense of Contractor.

908 5.17.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e.,
909 any physical damage in excess of a simple cosmetic stain caused by the spill), Contractor shall be
910 responsible for all repairs to return the street to the same condition as that prior to the spill. Contractor shall
911 be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a
912 manner satisfactory to the City and at no cost to the City.

913 5.17.5 To facilitate immediate cleanup, Contractor's vehicles must always carry sufficient
914 quantities of petroleum absorbent materials along with a broom and shovel.

915 5.18 Green and Organic Waste Capacity. Contractor shall guarantee capacity for all City Green
916 and Organic Waste for the term of the Agreement using a facility listed in Exhibit 9.

917 5.19 Regulations and Record Keeping. Contractor must comply with emergency notification
918 procedures required by Applicable Laws and regulatory requirements. All records required by regulations
919 must be maintained at Contractor's facility. These records must include waste manifests, waste inventories,
920 waste characterization records, inspection records, incident reports, and training records.

921 Article 6. Collection Service Rates

922 6.01 Collection Service Rates. Contractor is solely responsible for determining the rates it will
923 charge for providing the Collection Services, provided that Contractor shall not charge any Service Recipient
924 an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be
925 adjusted as provided in this Agreement.

926 6.02 Senior / Low-Income Discount as Contractor's Good Will. In exchange for the good will of
927 the City and the general public, Contractor voluntarily agrees to discount the rate it charges for Collection
928 Services provide to eligible Service Recipients (the "Discount") and that the Discount shall neither impact
929 the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.
930 Contractor shall make the Discount available to any person who demonstrates through appropriate
931 documentation that they are: (i) 60 years of age or older; or (ii) a person of low, lower, or extremely low
932 income, and enrolled in a discounted utility program; and (iii) the service account holder; and (iv) the head
933 of household and occupant at the Service Unit address. Contractor shall provide the City and all persons in
934 the City then currently subscribed Contractor's Discount rate program describing and explaining how to
935 qualify for and receive the Discount. Contractor shall thereafter advertise the availability of the on its website
936 throughout the Term of this Agreement and at least once per year by direct notice to all SFD Service
937 Recipients. Adjustments to Maximum Service Rates using CPI-U. Beginning on January 1, 2025, and
938 annually thereafter, Contractor shall, subject to compliance with all provisions of this Section, receive an
939 annual adjustment to the Maximum Service Rates as set forth in Exhibit 1 to this Agreement.

940 6.03 Pre-payment Discount. Contractor will provide a one-month discount to the total annual bill
941 for all SFD Service Recipients that pre-pay their bill on an annual basis. The annual pre-payment must occur
942 before July 1st to be effective in the following Agreement Year.

943 6.04 Maximum Service Rate Adjustment. The Maximum Service Rates in Exhibit 1 shall be
944 adjusted on January 1, 2025, and annually thereafter in accordance with this Section 6.04. No other
945 adjustments shall be made except as provided in Section 30.01.

946 6.04.1 CPI Adjustment Calculation. For Rate Year 2025, beginning on January 1, 2025,
947 and for subsequent years thereafter, the rates shall be adjusted based on one hundred percent (100%) of
948 the 12-month average change in the CPI-U for the 12-month period published immediately prior to the rate
949 application. Therefore, the first rate adjustment effective January 1, 2025 will be based on the percentage
950 change between the 12-month average of the CPI-U from August 1, 2022 through July 31, 2023, and the
951 12-month average of the CPI-U from August 1, 2023 through July 31, 2024. The index to be used shall be

952 the CUURS49ASA0 All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim, not seasonally
953 adjusted.

954 6.04.2 Annual Rate Cap on Maximum Service Rates. In any Calendar Year that the
955 calculation of the CPI-U exceeds four percent (4%), the total adjustment for that year will equal four percent
956 (4%) and the rollover amount will be added to the rate adjustment percentage in the following year, or any
957 subsequent year. If the CPI-U is negative (after accounting for any applicable rollover percentages from
958 prior years), there will be no CPI-U adjustment for that year. Notwithstanding any other provision of this
959 Agreement, all SFD Service Unit Maximum Service Rates shall remain below all jurisdictions, including
960 Incorporated Cities and Unincorporated County Areas, with Source Separated (Garbage, Recycling, and
961 Organic Waste) franchised collection services in the Santa Clarita Valley.

962 6.04.3 Rounding. Adjustments to the overall Service Rates shall be made only in units of
963 one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments.
964 All CPI indices shall be rounded at two (2) decimal places for the adjustment calculations.

965 6.04.4 Maximum Service Rate Adjustment Report. On or before September 15 of each
966 year of the Term, Contractor shall deliver to City a report on its proposed adjustment to the Maximum
967 Service Rates for the subsequent calendar year (the "Adjustment Report"). The Adjustment Report shall be
968 in a format as may be mutually agreed on between the City and Contractor and must contain or be
969 accompanied by Contractor's adjustment calculations for the specific services performed under this
970 Agreement during the preceding Agreement Year in Microsoft Excel or other electronic format acceptable
971 to the City. Contractor shall be solely responsible for the cost of preparing the Adjustment Report.

972 6.04.4.1 Corrections. In the event the City determines the Adjustment
973 Report contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected report
974 to the City. A corrected report submitted after September 15 shall be treated as a late report.

975 6.04.4.2 Late Report. If Contractor fails to submit the Adjustment Report by
976 September 15, the City may: (1) accept and consider the late Adjustment Report if the City, in its sole and
977 reasonable discretion, deems there is sufficient time to review and approve the proposed adjustment in
978 time for it to be implemented on January 1; or (2) accept and consider the late Adjustment Report at its
979 earliest convenience, in which case any approved rate adjustment shall only go into effect prospectively
980 thirty (30) days after the City's approval. In no event shall Contractor apply any rate adjustment retroactively.

981 6.04.4.3 No Report. If Contractor fails to provide any Adjustment Report,
982 the Maximum Service Rate shall remain unchanged for the next calendar year.

983 6.05 City Approval. If Contractor provides a timely Adjustment Report, the City Manager shall
984 notify Contractor on or before December 1 whether the City has approved the requested adjustments to the
985 Maximum Service Rates for the next Rate Year. Approval of the City Council shall be required for any
986 requested rate adjustment of more than four percent (4%) . The City Manager may approve all other requests
987 or refer them to the City Council at his or her discretion.

988 6.06 Contractor payment for CPI-U review. Contractor shall be responsible for paying the cost
989 of reviewing or correcting the annual CPI-U adjustment if the City determines that Contractor has made
990 substantial errors and has not properly submitted or correctly calculated the CPI-U adjustment.

991 6.07 Extraordinary Adjustments. Contractor and City acknowledge that there may be infrequent
992 extraordinary events, including Change of Law, which, although they do not prevent either party from
993 performing, and thus do not implicate the force majeure provisions hereof, nevertheless increase the cost of
994 providing services above the Section 6.04 Maximum Service Rate Adjustment. The obligation of the parties
995 in such event is to act reasonably toward each other in arriving at an appropriate adjustment in rates.
996 Accordingly, at its option, Contractor may apply to the City not more frequently than once annually, for an
997 extraordinary rate adjustment should an event or circumstance arise which negatively impacts the economic
998 operation of Contractor and which is in excess of the rate adjustment resulting from the application of Section
999 6.04. An extraordinary adjustment in rates will be deemed justified if it is necessary for the Contractor to
1000 make a substantial change in its operations, or substantial capital expenditure or investment in order to
1001 perform its obligations under this Agreement due to the occurrence of an event or circumstance which is
1002 beyond the reasonable control of Contractor. Extraordinary rate adjustments shall only be effective after
1003 approval by the City Council.

1004 6.07.1 Contractor's Burden. In the event of such an application for an extraordinary rate
1005 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable
1006 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of
1007 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient
1008 documentation in support of its request. City in its sole reasonable discretion may request Contractor to
1009 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be
1010 solely responsible for the cost to of providing such additional information. Contractor shall allow City to
1011 review a report of its annual revenues and expenses for the services provided in the City prepared by a
1012 Certified Public Accountant or a licensed public accountant, which shall have been prepared in compliance
1013 with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the
1014 California Code of Regulations, Title 16, Chapter I ("Financial Statements"). Such Certified Public
1015 Accountant or licensed public accountant shall be entirely independent of the Contractor and shall have no
1016 financial interest whatsoever in the business of the Contractor. City shall have the right to review this
1017 information in connection with the City's review of Contractor's extraordinary rate adjustment request. With
1018 respect to any Financial Statements or any other non-public information ("Confidential Information"), City
1019 agrees that: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of
1020 Confidential Information within its own organization and to its agents or representatives who need to know
1021 the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information
1022 to any third party, excepting those subject to subsection (b), without the prior written consent of the
1023 Disclosing Parties; (d) it will not copy and/or reproduce any Confidential Information without the prior written
1024 approval of the Contractor; and (e) it will not use Confidential Information except as required for
1025 consideration of the request. City may consider increases or decreases in Contractor's total revenues and
1026 total cost of services when reviewing an extraordinary rate adjustment request. The City will inform the
1027 Contractor upon receiving a California Public Records Act request or a subpoena for the Confidential
1028 Information by written notice delivered to the Contractor ("Notice"). The Contractor will have five (5) days

1029 from the date of the Notice to inform the City in writing of its intent to assert its confidentiality rights under
1030 this Agreement. The Contractor will have fifteen (15) days from the date of the Notice to seek judicial
1031 assistance to prevent the disclosure of the Confidential Information. If the Contractor fails to act within the
1032 nine (9) or fifteen (15) day windows described above, the City may disclose the requested Confidential
1033 Information to the requestor or subpoenaing party. In the event Contractor seeks a court order to stay or
1034 enjoining the disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its
1035 Council, elected and appointed board or commission members, officers, employees, volunteers and agents
1036 (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand,
1037 action, proceeding or suit in law or equity of any and every kind and description, whether judicial, quasi-
1038 judicial or administrative in nature, arising or resulting from or in any way connected with the subject CPRA
1039 or FOIA request for the Records. This Indemnity shall survive the expiration or termination of this
1040 Agreement.

1041 6.07.2 Review Costs. At the time of its request, Contractor shall also submit a payment
1042 to the City of **Twenty-Five Thousand Dollars (\$25,000)** to defray the City's costs to review the request. In
1043 the event the City's reasonable costs exceed that amount, Contractor shall reimburse the City for any
1044 documented amount in excess.

1045 6.07.3 Meet and Confer. The City and Contractor agree to meet and confer regarding the
1046 request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

1047 6.07.4 City Review; Approval. City shall review the Contractor's request and, in the City's
1048 sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum
1049 Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment.
1050 Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify
1051 Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request.
1052 Except as provided herein, any such change approved by the City shall not be implemented until January
1053 1 of the next Rate Year unless a different time frame is approved by the City Council.

1054 6.07.5 No Retroactive Adjustments. Extraordinary Adjustments may not be applied
1055 retroactively without City Council approval. Notwithstanding the preceding sentence, in no event may an
1056 Extraordinary Adjustment be applied retroactively to a date prior to July 1, 2023. Contractor may not request
1057 an Extraordinary Adjustment to Initial Service Rates, nor may Contractor request an Extraordinary
1058 Adjustment prior to December 31, 2024.

1059 6.08 Five Year Meet and Confer. The City and Contractor agree to meet and confer on or about
1060 five (5) years from the Commencement Date regarding material changes in the cost of providing services
1061 that are substantially in excess of the rate adjustments resulting from the application of Sections 6.04 and
1062 6.07. If it is determined that there have been material changes in the cost of providing services, then the City
1063 and Contractor agree to negotiate in good faith regarding appropriate adjustments to the rate. The process
1064 for demonstrating material changes in the cost of providing services shall follow the same process as outlined
1065 in Section 6.07.1.

1102 7.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose
1103 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator on a monthly basis.

1104 7.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other
1105 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to
1106 Contractor, to collect or cause collection of past due invoice amounts; provided, however, that Contractor
1107 shall never discontinue Collection Services to any Service Unit except upon thirty (30) days prior written
1108 notice to both the Service Recipient and the Agreement Administrator. Contractor may send a written notice
1109 to Service Recipient regarding payments of Billings during the billed service period.

1110 Article 8. Diversion Requirements

1111 8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with
1112 City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and
1113 employ sufficient programs and services to ensure City will meet or exceed City's Diversion goals
1114 requirements (including, without limitation, amounts of Solid Waste to be Diverted, time frames for Diversion,
1115 and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and
1116 that Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1, except
1117 as provided in Section 30.01.1.

1118 8.01.1 Minimum Diversion Requirements. Contractor shall meet the following minimum
1119 annual Franchised Diversion or CalRecycle Diversion Rates if Waiver is requested and received under
1120 Section 8.01.7:

Agreement Year	Franchised Diversion Rate	CalRecycle Diversion Rate
2023-2024	40%	55%
2024-2025	40%	55%
2025-2026	45%	60%
2026-2027	45%	60%
2027-2028	50%	65%
2028-2029	50%	65%
2029-2030	55%	70%
2030-2031	55%	70%
2031-2032 and After	60%	75%

1121 8.01.2 Annual Reporting. Contractor shall calculate the actual Franchised Diversion Rate
1122 and actual CalRecycle Diversion Rate on an annual basis and shall deliver a written report regarding the
1123 same to the City no later than February 14 of the year following the reporting period as set forth in Section
1124 22.04.

1125 8.01.3 Franchised Diversion Rate Calculation. Contractor's actual Franchised Diversion
1126 Rate for any given Calendar Year shall be calculated by dividing (i) the total tonnage of Solid Waste
1127 Collected by Contractor in the City and either Disposed of at the City approved Recyclable Materials
1128 Processing Facility or Organic Waste Processing Facility, or otherwise handled in a manner that counts as
1129 Diversion under applicable CalRecycle regulations; by (ii) the total tonnage of Solid Waste Collected by
1130 Contractor in the City.

1131 8.01.4 Failure to Meet Franchised Diversion Rate. If Contractor fails to meet the minimum
1132 annual Franchised Diversion Rate in a given year, it shall be subject to Administrative Charges as allowed
1133 under Article 25 and specified in Exhibit 6. Contractor must also submit a written corrective action plan to
1134 the City before March 15 of the year following the missed minimum Diversion requirement. Contractor's
1135 corrective action plan must specify all actions Contractor will take to ensure it will meet Franchised Diversion
1136 Rates in the future, and shall be subject to the review and approval by the Agreement Administrator.
1137 Contractor's failure to meet the minimum Franchised Diversion Rate shall not constitute a default under this
1138 Agreement so long Contractor fully implements all elements of a City approved corrective action plan. If
1139 Contractor fails to submit an adequate corrective action plan or to fully implement a City-approved corrective
1140 action plan, it shall subject Contractor to Administrative Charges as allowed under Article 25 and specified
1141 in Exhibit 6 in addition to any other remedies available to the City.

1142 8.01.5 CalRecycle Diversion Rate Calculation. The actual CalRecycle Diversion Rate for
1143 any given calendar year shall be calculated consistent with CalRecycle and Public Resources Code Section
1144 41780.

1145 8.01.6 Failure to Meet CalRecycle Diversion Rate. If City fails to meet any CalRecycle
1146 Diversion requirement due to Contractor's failure to implement any Diversion or public education program
1147 as required by this Agreement, Contractor shall be subject to Administrative Charges as allowed under
1148 Article 25 and specified in Exhibit 6. Contractor must also submit a written corrective action plan to the City
1149 before March 15 of the year following the missed minimum CalRecycle Diversion Rate. Contractor's
1150 corrective action plan must specify all actions Contractor will take to help the City to meeting all Diversion
1151 requirements under Applicable Law in the future, and shall be subject to the review and approval by the
1152 Agreement Administrator. If Contractor fails to submit an adequate corrective action plan or to fully
1153 implement a City-approved corrective action plan, it shall subject Contractor to Administrative Charges as
1154 allowed under Article 25 and specified in Exhibit 6 in addition to any other remedies available to the City.

1155 8.01.7 Waivers. On or about July 1, 2024, and not more often than once every two (2)
1156 years, Contractor may request to waive or revise the annual Franchised Diversion requirements. The
1157 parties agree to meet and confer, and negotiate in good faith regarding such requests, taking into account
1158 matters such as waste characterization data, trends in source reduction, the availability of permitted
1159 facilities capable of processing material to achieve the required Diversion levels, the availability of
1160 commercially viable markets for Recyclable Materials or Organic Waste, transportation constraints,
1161 embargoes, the impact of scavenging, increasing producer responsibility requirements, restrictions on
1162 single-use plastics, public safety impacts, and the passage of any other legislation that significantly impacts
1163 the waste stream mix. City, via the Agreement Administrator, may not unreasonably withhold approval of

1164 the waiver or revision provided that Contractor's request is accompanied by sufficient documentation and
1165 granting the request would not render the City non-compliant with any State Diversion mandates.

1166 8.02 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith
1167 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the
1168 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,
1169 making such petitions and applications as may be reasonably requested by Contractor for time extensions
1170 in meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize
1171 such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably
1172 requested by Contractor in order to achieve the minimum requirements of this Article.

1173 8.03 Contractor's Diversion Programs. Contractor shall implement the Diversion programs
1174 required under this Agreement to ensure that City and Contractor comply with all Diversion requirements
1175 under Applicable and the City meets or exceeds all minimum Diversion requirements under Applicable Law.
1176 Contractor shall furthermore, at its sole cost and expense, (1) assist the City to respond to inquiries from, or
1177 prepare for and attend any hearing before, CalRecycle or any other regulatory agency relating to the City's
1178 compliance with Applicable Law; prepare for and participate in CalRecycle' s review of the City's SRRE.;
1179 apply for any extension available under Applicable Law; develop and implement a public awareness and
1180 education program consistent with the City's SRRE and Household Hazardous Waste Element and any
1181 related requirements of Applicable Law; (2) Provide the City with Recycling, source reduction, and other
1182 technical assistance as may be needed to comply with Applicable Law; (3) advise the City of additional
1183 programs or measures Contractor can, if authorized by the City, implement to increase compliance with the
1184 Diversion requirements of Applicable Law; and (4) promptly pay any and all fees, penalties, or other costs
1185 imposed on the City by CalRecycle relating to its Diversion requirements, and indemnify and hold harmless
1186 the City from and against any fines, penalties, or other liabilities, levied against the City for violation of such
1187 Diversion requirements.

1188 8.04 New Diversion Programs. If Contractor fails to meet any Franchised Diversion requirement
1189 or the City fails to meet any CalRecycle Diversion requirement notwithstanding Contractor's implementation
1190 of all Diversion and public education programs as required by this Agreement, the City may direct Contractor
1191 to modify its Diversion and public education programs or implement new programs. Such modifications may
1192 constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion
1193 programs not described in this Agreement without the City's prior consent.

1194 8.05 Nothing contained herein shall prohibit Contractor from meeting its diversion requirements
1195 by any alternative methods or procedures, provided it complies with AB 939, AB 341, AB 1826, AB 1594,
1196 SB 1016, SB 1383, and / or any other Applicable Law, as may be amended from time to time. Contractor's
1197 ability to meet its diversion requirements by alternative methods per this Section 8.05 is subject to Agreement
1198 Administrator review and approval.

1199

Article 9. Service Unit Types

1200 9.01 Service Units. Service Units include all the following categories of premises which are in
1201 the Service Area as of July 1, 2023 and all such premises which may be added to the Service Area by means
1202 of annexation, new construction, or as otherwise set forth in this Agreement during term of this Agreement:

1203 9.01.1 SFD Service Units. Services are specified in Article 10.

1204 9.01.2 MFD Service Units. Services are specified in Article 11.

1205 9.01.3 Mixed-use Development (MXD) Service Units. Services are specified in Article 13.

1206 9.01.4 Commercial Service Units. Services are specified in Article 12.

1207 9.01.5 City Service Units. Services are specified in Article 14.

1208 9.01.6 Any question as to whether a premise falls within one of these categories will be
1209 determined by the Agreement Administrator and the determination of the Agreement Administrator will be
1210 final.

1211 9.02 Service Unit Changes. City and Contractor acknowledge that during the term of this
1212 Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide
1213 Service.

1214 9.02.1 Additions and Deletions. Contractor must provide services described in this
1215 Agreement to new Service Units in Contractor's Service Area within five (5) Work Days of receipt of notice
1216 from City or the new Service Unit to begin such Service.

1217 9.03 Annexation. If during term of the Agreement, additional territory within or adjacent to the
1218 Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public
1219 Resources Code section 49520, Contractor agrees to provide Collection Services in such annexed area in
1220 accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination of
1221 former contractor's rights to provide service have been exhausted. Such Collection Services must begin
1222 within five (5) Work Days of receipt of written notice from City. Contractor may not begin Collection Service
1223 without written authorization from City.

1224 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the
1225 addition of Service Units added due to annexation and must provide such revised maps to the Agreement
1226 Administrator as requested.

1227 Article 10. Residential Service

1228 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD
1229 Collection Services to all SFD Units in the Service Area, including all MFD Units subscribed to Cart or Bin
1230 Collection Service. The SFD Services are governed by the following terms and conditions:

1231 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for
1232 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose
1233 SFD Solid Waste is properly containerized in Garbage Carts, Recyclable Materials are properly
1234 containerized in Recycling Carts, except as set forth in Section 10.08.1; Organic Wastes are properly
1235 containerized in Organic Waste Carts, except as set forth in Section 10.09.3, where the Garbage,
1236 Recycling, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface
1237 of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and
1238 Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1239 vehicle.

1240 10.01.2 Bundled SFD Cart Service. Except for those Service Recipients that City
1241 determines may receive In-Ground Service, and those Service Recipients that choose to receive Bins for
1242 service, Contractor will use a weekly Bundled SFD Solid Waste Collection Service system with one (1) 96-
1243 Gallon Garbage Cart, one (1) 96-Gallon Recycling Cart, and one (1) 96-Gallon Organic Waste Cart as part
1244 of the base SFD Solid Waste Collection Service. SFD Service Recipients shall receive additional Recycling
1245 Carts and additional Organic Waste Carts to be included at no additional cost, if requested. Garbage,
1246 Recycling, and/or Organic Waste Carts with a capacity of 32-Gallon or 64-Gallon may be requested by
1247 Customers that have space constraints. Pricing for downsizing Carts, or additional Carts, relative to the
1248 base Bundled Service are included in Exhibit 1.

1249 10.01.3 In-Ground Container Collection. Contractor shall continue to provide weekly Solid
1250 Waste Collection Service to SFD Service Recipients with in-ground Containers ("In-Ground Service").
1251 Contractor shall remove such Containers from their in-ground housing, bring them to the Collection Vehicle
1252 for dumping, and return them to the in-ground housing, covered. Contractor shall not be obligated to provide
1253 Service Recipients In-Ground Service with Organic Waste Collection as set forth in Section 10.09.
1254 Contractor is not obligated to restart In-Ground Service after Bundled SFD Cart Service is started. Maximum
1255 Service Rates for Service Recipients receiving Collection Service with in-ground Containers are set forth in
1256 Exhibit 1.

1257 10.01.4 On-Premises Service. Notwithstanding any term or definition set forth in this
1258 Agreement, Contractor must provide Collection of SFD Garbage, Recycling, and Organic Waste on the
1259 SFD Service Recipients premises to an SFD Service Unit as follows.

1260 10.01.4.1 At no additional cost to the SFD Service Unit. SFD Service Units
1261 where all adult Service Recipients residing therein have disabilities that prevent them from setting their
1262 Garbage, Recycling or Organic Waste Cart at the curb for Collection, and if a request for on-premises
1263 service has been made.

1264 10.01.4.2 At an additional cost to the SFD Service Unit.
1265 A. SFD Service Units where topography, steep driveways, below grade dwellings, or
1266 limited access to public streets that prevents the SFD Service Recipient from setting their Garbage,
1267 Recycling or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the
1268 Contractor, and if a request for on-premises service has been made.

1269 B. SFD Service Units inaccessible by standard 3 or 4 axel Collection Vehicles as
1270 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the
1271 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult
1272 or impossible to access using regular trash collection trucks.

1273 C. Contractor must offer "push services" to SFD Service Recipients other than those
1274 listed above on a subscription basis upon request for the Service Rate set forth in Exhibit 1. Push services
1275 include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers
1276 from their storage location for Collection and returning the Collection Containers back to their storage
1277 location.

1278 10.01.4.3 Contractor must provide on-premises Collection Service on the
1279 same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit.

1280 10.02 Frequency and Scheduling of Service. Except as set forth in Section 10.10, SFD Collection
1281 Service must be provided one (1) time per week on a scheduled route basis. SFD Collection Service must
1282 be scheduled so that all Service Units receive Garbage Collection Service, Recycling Collection Service,
1283 and Organic Waste Collection Service on the same Work Day. SFD Collection Service must be provided,
1284 commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., Monday through Friday,
1285 except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be extended
1286 due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement
1287 Administrator.

1288 10.03 Manner of Collection. The Contractor must provide Collection Service with as little
1289 disturbance as possible and must leave any Garbage, Recycling or Organic Waste Cart in an upright position
1290 at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.
1291 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on
1292 private property and may not trespass nor cross property to the adjoining premises unless the occupant or
1293 owner of both properties has given permission. Care should be taken to prevent damage to property,
1294 including flowers, shrubs, and other plantings.

1295 10.04 New Carts and Kitchen Food Waste Pails. At the start of this Agreement, Contractor must
1296 supply new Carts and Kitchen Food Waste Pails that comply with Collection Container specifications in
1297 Exhibit 4. If any changes to these specifications are adopted after the Effective Date that results in Contractor
1298 being required to replace Collection Containers before they have been fully depreciated, Contractor will be
1299 eligible for additional compensation in accordance with Section 6.07.

1300 10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1301 by unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by
1302 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service
1303 Recipient.

1304 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1305 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1306 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor must

1307 maintain records documenting all Cart replacements occurring and report through the Waste Reporting
1308 System monthly.

1309 10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1310 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1311 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1312 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1313 of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the
1314 Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be
1315 adjusted by the City from time to time as provided under this Agreement.

1316 10.05.3 Contractor understands and agrees that this provision is intended to be applied on
1317 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive
1318 up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the term of the contract.

1319 10.05.4 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible
1320 for the repair of Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work
1321 Days of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair
1322 the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1323 10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1324 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1325 within five (5) Work Days. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per
1326 Calendar Year during the term of this Agreement for moving to a larger Cart size. Each SFD Service Unit
1327 is eligible to receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for
1328 moving to a smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those
1329 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in
1330 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1331 Agreement.

1332 10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1333 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,
1334 Contractor shall deliver such Carts to such Service Recipient within five (5) Work Days, at the rate set forth
1335 in Exhibit 1.

1336 10.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1337 10.06 Cleaning of Collection Containers. Once each Calendar Year, if requested by the SFD
1338 Service Recipient, Contractor must clean all Collection Containers at the SFD's premises or must replace
1339 the dirty Collection Containers with clean Collection Containers. Any Collection Container cleanings must
1340 be done in such a manner that results in no water entering the City's storm drain system. This service must
1341 be provided at no charge to the Service Recipient, so long as the service is not requested more than once
1342 per Calendar Year. In addition, regardless of whether or not this cleaning is requested by the Service
1343 Recipient, Contractor will ensure that all Collection Containers are cleaned on an as-needed basis so as to

1344 maintain a clean appearance and proper function. Additional cleanings beyond once each Calendar Year
1345 will be subject to the Service Rate set forth in Exhibit 1.

1346 10.07 SFD Garbage Collection Service. This service is governed by the following terms and
1347 conditions:

1348 10.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1349 in a Garbage Cart. In the event of non-collection, Contractor will follow the steps set forth in Section 5.10.

1350 10.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1351 performing Collection Services must be transported to, and disposed of, at the Disposal Facilities listed in
1352 Exhibit 9. In the event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose
1353 of the Garbage at another legally permitted Disposal Facility. Failure to comply with this provision will result
1354 in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this
1355 Agreement.

1356 10.08 SFD Recycling Service. This service is governed by the following terms and conditions:

1357 10.08.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be
1358 placed beside the Recycling Cart if flattened.

1359 10.08.2 Recycling - Improper Procedure. The Contractor is not required to Collect
1360 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste
1361 or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1362 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1363 Contractor must follow the steps set forth in Section 5.07.

1364 10.08.3 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1365 Materials collected as a result of performing recycling services must be delivered to the Materials Recovery
1366 Facility listed in Exhibit 9. Failure to comply with this provision will result in the levy of a penalty as specified
1367 in Exhibit 6 and may result in Contractor being in default under this Agreement. All expenses related to
1368 materials processing and marketing will be the sole responsibility of Contractor. City has the right to
1369 designate Materials Recovery Facility.

1370 10.08.4 Move In/Out Collection Service. Within three (3) months of opening a new account,
1371 at no additional charge, each SFD customer may request that Contractor provide one on-call Move-In/Out
1372 Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard
1373 boxes, and bundled newspaper and packaging foam. This will be offered as a one-time service for each
1374 new account. This service shall only include Recyclable Materials, and in the event that the Service
1375 Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be
1376 counted as one of the SFD Service Recipient's free annual Large Item Collections as set forth in Section
1377 10.10.

1378 10.08.5 Recycling - Changes to Services. Should changes in Applicable Law arise that
1379 necessitate any additions or deletions to the services described in this Section 10.08, including the type of

1380 items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter
1381 into an Agreement amendment covering such modifications to the services to be performed and the
1382 compensation to be paid in accordance with Section 30.01.1 before undertaking any changes or revisions
1383 to such services.

1384 10.09 SFD Organic Waste Collection Service. This service is governed by the following terms
1385 and conditions:

1386 10.09.1 Organic Waste Processing Services. Contractor must ensure that all Organic
1387 Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB
1388 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must
1389 ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except
1390 for residue resulting from processing. If the organics processing facility accepts bagged organic waste
1391 (where bags are biodegradable or otherwise), then Contractor is obligated to accept bagged Organic
1392 Waste.

1393 10.09.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1394 Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Transfer Station, that has
1395 been listed in Exhibit 9 and agreed upon by the City. All expenses related to Organic Waste processing and
1396 marketing will be the sole responsibility of Contractor. Failure to comply with this provision will result in the
1397 levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement.
1398 City has the right to designate Organic Waste Processing Facility.

1399 10.09.3 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1400 for Collection during the three-week period beginning December 26th each year during the term of this
1401 Agreement. Contractor must deliver the Collected Holiday Trees to an appropriate Organic Waste
1402 Processing Facility for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This
1403 annual service will be provided at no additional charge to the Service Recipient. Contractor is not required
1404 to divert Holiday Trees with tinsel, flocking or ornaments.

1405 10.09.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service
1406 Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore,
1407 Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid
1408 Waste or Recyclable Materials. Contractor will address contamination in accordance with Section 5.07.

1409 10.09.5 Manure Collection Service. Contractor shall Collect all Manure placed in an
1410 Organic Waste Container at least once per week, or more often if arranged between Service Recipient and
1411 Contractor. Service Recipients may be instructed not to fill the Containers above a specified line or weight,
1412 so as not to damage the Containers or Collection Vehicle, and City shall resolve any disputes regarding the
1413 maximum weight that may be accommodated in such Containers. All Manure collected shall be diverted
1414 from landfilling through composting or other means and may not be collected or commingled with Garbage.

1415 10.09.5.1 Manure Cart Collection. Contractor shall provide Manure
1416 Collection Service to any SFD Service Recipients that require and request a Cart for Manure Collection
1417 Service at no additional charge to the Service Recipient.

1418 10.09.5.2 Manure Bin Collection. Contractor shall provide Manure Collection
1419 Service to any SFD Service Recipients that require and request a Bin for Manure Collection Service at no
1420 additional charge to the Service Recipient.

1421 10.09.6 Home Compost Bins. Contractor shall store, promote, and distribute a maximum
1422 of 500 Home Compost Bins per Calendar Year to be used by Service Recipients to compost Organic Waste.
1423 Contractor is responsible for purchase of Home Compost Bins delivered to Contractor's place of storage.

1424 10.10 SFD Large Item Collection Service. This service is governed by the following terms and
1425 conditions:

1426 10.10.1 Conditions of Service. Contractor must provide Large Item Collection Service to all
1427 SFD Service Units in the Service Area whose Large Items have been placed within three (3) feet of the
1428 curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed
1429 to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's
1430 Collection crew and vehicle. Up to four (4) times per Calendar Year each Service Recipient is entitled to
1431 receive large item disposal amounting to a combined annual maximum of the equivalent of (a) 1.5 cubic
1432 yards of uncontainerized Solid Waste, or (b) three (3) large items, or (c) ten (10) 32-gallon bags at no
1433 additional cost and expense. For subsequent collection in any Calendar Year, the Contractor shall receive
1434 compensation from the customer at the rate for such service as set in Exhibit 1.

1435 10.10.2 Frequency of Service. Large Item Collection Service will be provided on the next
1436 regular Collection day if the request is received at least two (2) Work Days in advance of the next regular
1437 Collection day. The Service Recipient may not intentionally commingle residential Large Items with other
1438 Residential Waste.

1439 10.10.3 Large Items Containing Freon. In the event Contractor Collects Large Items that
1440 contain Freon, Contractor must handle such Large Items in a manner such that the Large Items are not
1441 subject to regulation as hazardous waste under applicable State and Federal laws or regulations.

1442 10.10.4 Maximum Reuse and Recycling. Contractor must dispose of Large Items collected
1443 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1444 10.10.4.1 Reuse as is (where energy efficiency is not compromised)

1445 10.10.4.2 Disassemble for reuse or Recycling

1446 10.10.4.3 Recycle

1447 10.10.4.4 Disposal

1448 10.10.5 Disposal of Large Items. Contractor may not landfill such Large Items unless the
1449 Large Items cannot be reused or recycled.

1450 10.10.6 City Direction of Large Items. City reserves the right to direct Contractor to take
1451 specific types of Large Items Collected pursuant to this Section to designated sites not more than twenty
1452 (20) miles from any City boundary for the purpose of reuse or recycling at no cost. Contractor has no
1453 obligation to dispose of the Large Item residue remaining at the directed site or sites after scavengers and
1454 recyclers have removed reusable or recyclable Large Items.

1455 10.11 Sharps Collection Program. Home generated sharps, such as needles, syringes, and
1456 lancets shall be placed in a sharps container and removed from the regular waste stream to minimize
1457 exposure to Solid Waste workers and Recyclable Materials processors. To ensure sharps are handled in a
1458 appropriate manner, Contractor shall provide, upon request, each SFD Service Recipient with up to one
1459 postage-paid mail-back sharps container per year at no additional cost. Seniors shall be provided with up to
1460 two postage-paid mail-back sharps containers per year at no additional cost. In addition, Contractor shall
1461 promote this program in newsletters and in other forms of outreach as determined by City. Additionally,
1462 Contractor shall provide to the City on an annual basis not less than 200 postage-paid mail-back Sharps
1463 containers for City staff to distribute at special events.

1464 10.12 Extended Producer Responsibility Diversion Program. Contractor shall provide a minimum
1465 of two City-wide textile, carpet, and mattress collection drives on an annual basis. Contractor will schedule
1466 collection events with City approval and advertise the drop-off events not less than one week prior to the
1467 scheduled collection event, but no more than one month prior to the scheduled collection event. All textile,
1468 carpet and mattresses Collected through this program shall be diverted from the landfill either through
1469 donation to a local non-profit organization or through other means of Diversion.

1470 Article 11. MFD Service

1471 11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD
1472 Collection Services to all MFD Units in the Service Area. The MFD Services are governed by the following
1473 terms and conditions:

1474 11.01.1 Bundled MFD Cart Service. Except for those Service Recipients that choose to
1475 receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the
1476 Service Area whose MFD Solid Waste is properly containerized in Garbage Carts, Recyclable Materials
1477 are properly containerized in Recycling Carts, except as set forth in Section 11.08.1; Organic Wastes are
1478 properly containerized in Organic Waste Carts, except as set forth in Section 11.09.3, where the Garbage,
1479 Recycling, and Organic Waste carts have been placed within three (3) feet of the curb, swale, paved surface
1480 of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and
1481 Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1482 vehicle.

1483 11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection
1484 Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection

1485 Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service
1486 Recipient, and including at no additional cost the equivalent volume of recycling, and one (1) 32-Gallon
1487 Organic Waste Cart per 2 cu yd of weekly Garbage service as part of the base bundled MFD Collection
1488 Service. MFD Service Recipients shall receive additional Recycling Carts and additional Green Waste Carts
1489 to be included at no additional cost, if requested. The actual configuration of Recycling and Organic Waste
1490 Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined
1491 by the Service Recipient in consultation with the Contractor. Additional services may be requested by the
1492 MFD Service Recipient. To be exempted from MFD Recycling Service or MFD Organic Waste Collection
1493 Service, Service Recipient must apply for exemption to the Contractor. All such exemption applications
1494 must be reported in the Waste Reporting System and approved by the City. Pricing for downsizing Carts,
1495 or additional Carts, relative to the base Bundled Service are included in Exhibit 1.

1496 11.01.3 In-Ground Container Collection. Contractor shall continue to provide weekly Solid
1497 Waste Collection Service to MFD Service Recipients with in-ground Containers (“In-Ground Service”).
1498 Contractor shall remove such Containers from their in-ground housing, bring them to the Collection Vehicle
1499 for dumping, and return them to the in-ground housing, covered. Contractor shall not be obligated to provide
1500 Service Recipients In-Ground Service with Organic Waste Collection as set forth in Section 11.09.
1501 Contractor is not obligated to restart In-Ground Service after Bundled MFD Cart Service is started.
1502 Maximum Service Rates for Service Recipients receiving Collection Service with in-ground Containers are
1503 set forth in Exhibit 1.

1504 11.01.4 On-Premises Service. Notwithstanding any term or definition set forth in this
1505 Agreement, Contractor must provide Collection of MFD Garbage, Recycling, and Organic Waste on the
1506 MFD Service Recipients premises to an MFD Service Unit as follows.

1507 11.01.4.1 At no additional cost to the MFD Service Unit. MFD Service Units
1508 where all adult Service Recipients residing therein have disabilities that prevent them from setting their
1509 Garbage, Recycling or Organic Waste Cart at the curb for Collection, and if a request for on-premises
1510 service has been made.

1511 11.01.4.2 At an additional cost to the MFD Service Unit.

1512 A. MFD Service Units where topography, steep driveways, below grade dwellings, or
1513 limited access to public streets that prevents the MFD Service Recipient from setting their Garbage,
1514 Recycling or Organic Waste Cart at the curb for Collection, as determined by the City and agreed by the
1515 Contractor, and if a request for on-premises service has been made.

1516 B. MFD Service Units inaccessible by standard 3 or 4 axel Collection Vehicles as
1517 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the
1518 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult
1519 or impossible to access using regular trash collection trucks.

1520 C. Contractor must offer “push services” to MFD Service Recipients other than those
1521 listed above on a subscription basis upon request for the Service Rate set forth in Exhibit 1. Push services
1522 include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection Containers

1523 from their storage location for Collection and returning the Collection Containers back to their storage
1524 location.

1525 11.01.4.3 Contractor must provide on-premises Collection Service on the
1526 same Work Day that curbside Collection would otherwise be provided to the MFD Service Unit.

1527 11.02 Frequency and Scheduling of Service. This service must be provided as deemed
1528 necessary and determined between Contractor and the MFD Service Unit, but such service must be received
1529 no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection
1530 service scheduled to fall on a holiday may be rescheduled as determined between the Service Unit and
1531 Contractor as long as the minimum frequency requirement is met. The size of the container and the
1532 frequency (above the minimum) of Collection will be determined between the MFD Service Unit and
1533 Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need be placed
1534 outside the Collection Container. Contractor must provide containers as part of the Commercial Collection
1535 Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor
1536 provided that the Service Recipient is completely responsible for its proper maintenance, and such
1537 Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used
1538 by Service Recipients must be owned and supplied by Contractor.

1539 11.03 Manner of Collection. The Contractor must provide Collection Service with as little
1540 disturbance as possible and must leave any Garbage, Recycling or Organic Waste Cart in an upright position
1541 at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.
1542 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on
1543 private property and may not trespass nor cross property to the adjoining premises unless the occupant or
1544 owner of both properties has given permission. Care should be taken to prevent damage to property,
1545 including flowers, shrubs, and other plantings.

1546 11.04 New Carts and Kitchen Food Waste Pails. At the start of this Agreement, Contractor must
1547 supply new Carts and Kitchen Food Waste Pails that comply with Collection Container specifications in
1548 Exhibit 4. If any changes to these specifications are adopted after the Effective Date that results in Contractor
1549 being required to replace Collection Containers before they have been fully depreciated, Contractor will be
1550 eligible for additional compensation in accordance with Section 6.07.

1551 11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1552 by unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by
1553 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service
1554 Recipient.

1555 11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1556 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1557 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor must
1558 maintain records documenting all Cart replacements occurring and report through the Waste Reporting
1559 System monthly.

1560 11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1561 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except
1562 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1563 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1564 of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the
1565 Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be
1566 adjusted by the City from time to time as provided under this Agreement.

1567 11.05.3 Contractor understands and agrees that this provision is intended to be applied on
1568 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive
1569 up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the term of the contract.

1570 11.05.4 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible
1571 for the repair of Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work
1572 Days of notification by the City or a Service Recipient of the need for such repairs, Contractor must repair
1573 the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1574 11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1575 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1576 within five (5) Work Days. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per
1577 Calendar Year during the term of this Agreement for moving to a larger Cart size. Each MFD Service Unit
1578 is eligible to receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for
1579 moving to a smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those
1580 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in
1581 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1582 Agreement.

1583 11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1584 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,
1585 Contractor shall deliver such Carts to such Service Recipient within five (5) Work Days, at the rate set forth
1586 in Exhibit 1.

1587 11.05.7 Ownership of Carts. Ownership of Carts is vested in the Contractor.

1588 11.06 Cleaning of Collection Containers. Once each Calendar Year, if requested by the MFD,
1589 Contractor must clean all Collection Containers at the MFD's premises or must replace the dirty Collection
1590 Containers with clean Collection Containers. Any Collection Container cleanings must be done in such a
1591 manner that results in no water entering the City's storm drain system. This service must be provided at no
1592 charge to the Service Recipient, so long as the service is not requested more than once per Calendar Year.
1593 In addition, regardless of whether or not this cleaning is requested by the Service Recipient, Contractor will
1594 ensure that all Collection Containers are cleaned on an as-needed basis so as to maintain a clean
1595 appearance and proper function. Additional cleanings beyond once each Calendar Year will be subject to
1596 the Service Rate set forth in Exhibit 1.

1597 11.07 MFD Garbage Collection Service. This service is governed by the following terms and
1598 conditions:

1599 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1600 in a Garbage Cart. In the event of non-collection, Contractor will follow the steps set forth in Section 5.10.

1601 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1602 performing Collection Services must be transported to, and disposed of, at the Disposal Facilities listed in
1603 Exhibit 9. In the event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose
1604 of the Garbage at another legally permitted Disposal Facility. Failure to comply with this provision will result
1605 in the levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this
1606 Agreement.

1607 11.08 MFD Recycling Service. This service is governed by the following terms and conditions:

1608 11.08.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be
1609 placed beside the Recycling Cart if flattened.

1610 11.08.2 Recycling - Improper Procedure. The Contractor is not required to Collect
1611 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste
1612 or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1613 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1614 Contractor must follow the steps set forth in Section 5.07.

1615 11.08.3 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1616 Materials collected as a result of performing recycling services must be delivered to the Materials Recovery
1617 Facility listed in Exhibit 9. Failure to comply with this provision will result in the levy of a penalty as specified
1618 in Exhibit 6 and may result in Contractor being in default under this Agreement. All expenses related to
1619 materials processing and marketing will be the sole responsibility of Contractor. City has the right to
1620 designate Materials Recovery Facility.

1621 11.08.4 Move In/Out Collection Service. Within three (3) months of opening a new account,
1622 at no additional charge, each MFD customer may request that Contractor provide one on-call Move-In/Out
1623 Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard
1624 boxes, and bundled newspaper and packaging foam. This will be offered as a one-time service for each
1625 new account. This service shall only include Recyclable Materials, and in the event that the Service
1626 Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be
1627 counted as one of the MFD Service Recipient's free annual Large Item Collections as set forth in Section
1628 11.10.

1629 11.08.5 Recycling - Changes to Services. Should changes in Applicable Law arise that
1630 necessitate any additions or deletions to the services described in this Section 11.08, including the type of
1631 items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will enter
1632 into an Agreement amendment covering such modifications to the services to be performed and the

1633 compensation to be paid in accordance with Section 30.01.1 before undertaking any changes or revisions
1634 to such services.

1635 11.09 MFD Organic Waste Collection Service. This service is governed by the following terms
1636 and conditions:

1637 11.09.1 Organic Waste Processing Services. Contractor must ensure that all Organic
1638 Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB
1639 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must
1640 ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except
1641 for residue resulting from processing. If the organics processing facility accepts bagged organic waste
1642 (where bags are biodegradable or otherwise), then Contractor is obligated to accept bagged Organic
1643 Waste.

1644 11.09.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1645 Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Transfer Station, that has
1646 been listed in Exhibit 9 and agreed upon by the City. All expenses related to Organic Waste processing and
1647 marketing will be the sole responsibility of Contractor. Failure to comply with this provision will result in the
1648 levy of a penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement.
1649 City has the right to designate Organic Waste Processing Facility.

1650 11.09.3 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1651 for Collection during the three-week period beginning December 26th each year during the term of this
1652 Agreement. Contractor must deliver the Collected Holiday Trees to an appropriate Organic Waste
1653 Processing Facility for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This
1654 annual service will be provided at no additional charge to the Service Recipient. Contractor is not required
1655 to divert Holiday Trees with tinsel, flocking or ornaments.

1656 11.09.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service
1657 Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore,
1658 Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid
1659 Waste or Recyclable Materials. Contractor will address contamination in accordance with Section 5.07.

1660 11.09.5 Manure Collection Service. Contractor shall Collect all Manure placed in an
1661 Organic Waste Container at least once per week, or more often if arranged between Service Recipient and
1662 Contractor. Service Recipients may be instructed not to fill the Containers above a specified line or weight,
1663 so as not to damage the Containers or Collection Vehicle, and City shall resolve any disputes regarding the
1664 maximum weight that may be accommodated in such Containers. All Manure collected shall be diverted
1665 from landfilling through composting or other means and may not be collected or commingled with Garbage.

1666 11.09.5.1 Manure Cart Collection. Contractor shall provide Manure
1667 Collection Service to any MFD Service Recipients that require and request a Cart for Manure Collection
1668 Service at no additional charge to the Service Recipient.

1669 11.09.5.2 Manure Bin Collection. Contractor shall provide Manure Collection
1670 Service to any MFD Service Recipients that require and request a Bin for Manure Collection Service at no
1671 additional charge to the Service Recipient.

1672 11.09.6 Home Compost Bins. Contractor shall store, promote, and distribute a maximum
1673 of 500 Home Compost Bins per Calendar Year to be used by Service Recipients to compost Organic Waste.
1674 Contractor is responsible for purchase of Home Compost Bins delivered to Contractor's place of storage.

1675 11.10 MFD Large Item Collection Service. This service is governed by the following terms and
1676 conditions:

1677 11.10.1 Conditions of Service. Contractor must provide Large Item Collection Service to all
1678 MFD Service Units in the Service Area whose Large Items have been placed within three (3) feet of the
1679 curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed
1680 to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's
1681 Collection crew and vehicle. Up to four (4) times per Calendar Year each Service Recipient is entitled to
1682 receive large item disposal amounting to a combined annual maximum of the equivalent of (a) 1.5 cubic
1683 yards of uncontainerized Solid Waste, or (b) three (3) large items, or (c) ten (10) 32-gallon bags at no
1684 additional cost and expense. For subsequent collection in any Calendar Year, the Contractor shall receive
1685 compensation from the customer at the rate for such service as set in Exhibit 1.

1686 11.10.2 Frequency of Service. Large Item Collection Service will be provided on the next
1687 regular Collection day if the request is received at least two (2) Work Days in advance of the next regular
1688 Collection day. The Service Recipient may not intentionally commingle residential Large Items with other
1689 Residential Waste.

1690 11.10.3 Large Items Containing Freon. In the event Contractor Collects Large Items that
1691 contain Freon, Contractor must handle such Large Items in a manner such that the Large Items are not
1692 subject to regulation as hazardous waste under applicable State and Federal laws or regulations.

1693 11.10.4 Maximum Reuse and Recycling. Contractor must dispose of Large Items collected
1694 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1695 11.10.4.1 Reuse as is (where energy efficiency is not compromised)

1696 11.10.4.2 Disassemble for reuse or Recycling

1697 11.10.4.3 Recycle

1698 11.10.4.4 Disposal

1699 11.10.5 Disposal of Large Items. Contractor may not landfill such Large Items unless the
1700 Large Items cannot be reused or recycled.

1701 11.10.6 City Direction of Large Items. City reserves the right to direct Contractor to take
1702 specific types of Large Items Collected pursuant to this Section to designated sites not more than twenty
1703 (20) miles from any City boundary for the purpose of reuse or recycling at no cost. Contractor has no
1704 obligation to dispose of the Large Item residue remaining at the directed site or sites after scavengers and
1705 recyclers have removed reusable or recyclable Large Items.

1706 Article 12. Commercial Service

1707 12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide
1708 Commercial Collection Services to all Commercial Service Units in the Service Area, including MXD Service
1709 Units and those City Service Units listed in Exhibit 3. MFD Units serviced with Bins will abide by the
1710 guidelines listed in this Section but are serviced as part of the Residential Collection Service. This service is
1711 governed by the following terms and conditions:

1712 12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection
1713 Service, Commercial Recycling Service and Commercial Organic Waste Collection Service to all
1714 Commercial Service Units Service Units in the Service Area whose Solid Waste, Recyclable Materials, and
1715 Organics Waste are properly containerized in Collection Containers as appropriate where the Collection
1716 Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable
1717 Materials, and Organic Waste Carts in 32, 64, and 96-gallon sizes. Contractor must offer Garbage and
1718 Recyclable Materials Bins in 1, 2, 3, 4, and 6-cubic yard sizes and 1, 2, and 3-cubic yard sizes for Organic
1719 Waste Bins. Contractor may offer Roll-off Containers in 10, 20, 30, and 40-cubic yard sizes, and Collection
1720 from Compactors. The size of the container and the frequency (above the minimum) of Collection will be
1721 determined between the Service Recipient and Contractor. However, the size and frequency must be
1722 sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need be placed outside the
1723 Collection Container. The base Commercial Collection Service will include Commercial Recycling Service
1724 as described in Section 12.04.2 below, and Commercial Organic Waste Collection Service as described in
1725 Section 12.05.5 below.

1726 12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system,
1727 Contractor shall provide Garbage Bins as requested by the Commercial Service Recipient, and including
1728 at no additional cost the equivalent volume of recycling, and one (1) 32-Gallon Organic Waste Cart per 2
1729 cu yd of weekly trash (garbage plus recycling) service as part of the base bundled Commercial Collection
1730 Service. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on
1731 the total equivalent volume and configured in a manner determined by the Service Recipient in consultation
1732 with the Contractor. Additional services may be requested by the Commercial Service Recipient. To be
1733 exempted from Commercial Recycling Service or Commercial Organic Waste Collection Service, Service
1734 Recipient must apply for exemption to the Contractor. All such exemption applications must be reported in
1735 the Waste Reporting System and approved by the City.

1736 12.01.3 Hours of Collection. Commercial Collection Service must be provided as set forth
1737 in Section 15.44.600 of the Municipal Code, commencing no earlier than 5:00 a.m., and terminating no later
1738 than 7:00 p.m., Monday through Saturday, except for Holidays. If the Commercial Collection Service is
1739 adjacent to Residential Premises, then collection service will be provided no earlier than 7:00 a.m. Monday

1740 through Friday and 8:00am on Saturday. The hours, day, or both of Collection may be extended due to
1741 extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement
1742 Administrator.

1743 12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily
1744 accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push
1745 services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial
1746 Collection Services for the Service Rate set forth in Exhibit 1. Push services include, but are not limited to,
1747 dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for
1748 Collection and returning the Collection Containers back to their storage location. Stinger/scout truck
1749 services provide for the retrieval of Collection Containers from locations with accessibility constraints that
1750 make Containers difficult or impossible to access using regular trash collection trucks.

1751 12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service with
1752 as little disturbance as possible and must leave any Collection Container at the same point it originally
1753 located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

1754 12.02 New Containers. At the start of this Agreement, Contractor must supply new Carts and
1755 newly painted Bins and Roll-off Containers in good condition that comply with Collection Container
1756 specifications in Exhibit 4. If any changes to these specifications are adopted after the Effective Date that
1757 results in Contractor being required to replace Collection Containers before they have been fully depreciated,
1758 Contactor will be eligible for additional compensation in accordance with Section 30.01.1.

1759 12.02.1 Purchase and Distribution of Collection Containers for New Commercial Service
1760 Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 4 to new
1761 Commercial and MFD/MXD Service Units that are added to Contractor's Service Area during the term of
1762 this Agreement. The size and mix of the Collection Containers will be in accordance with the service
1763 agreement obtained by Contractor as set forth in this Agreement and the distribution must be completed
1764 within five (5) Work Days of receipt of the request for service.

1765 12.02.2 Replacement of Collection Containers. Contractor's employees must avoid
1766 damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by
1767 the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Work Days at no
1768 cost or inconvenience to the Service Recipient.

1769 12.02.2.1 Each Commercial Service Unit is entitled to the replacement of
1770 one (1) lost, destroyed, or stolen Garbage, Recycling, and Organic Collection Container during the initial
1771 term of this Agreement at no cost to the Service Unit. Accordingly, Contractor will be compensated for the
1772 cost of those replacements in excess of one (1) Garbage, Recycling, and Organic Collection Container per
1773 Commercial Service Unit during the initial term of the Agreement, in accordance with the "Collection
1774 Container Exchange" Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a
1775 replacement Collection Container to such Service Unit within five (5) Work Days.

1776 12.02.3 Repair of Collection Containers. Contractor is responsible for repair of Collection
1777 Containers. Within five (5) Work Days of notification by City or a Service Recipient of the need for such
1778 repairs, Contractor must repair the Collection Container or if necessary, remove the Collection Container
1779 for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container
1780 repair also includes the removal of graffiti from the Collection Container.

1781 12.02.4 Collection Container Exchange. Upon notification to Contractor by City or a Service
1782 Recipient that a change in their Collection Containers is required, Contractor must deliver such Collection
1783 Containers to such Service Recipient within five (5) Work Days. Each Commercial Service Unit is eligible
1784 to receive one (1) free Collection Container exchange per Calendar Year during the term of this Agreement.
1785 Contractor is allowed to charge the Service Unit for the cost of those exchanges in excess of one (1)
1786 Collection Container exchange per Calendar Year, in accordance with the appropriate "Collection Container
1787 Exchange" service rate set forth in Exhibit 1 as may be adjusted by City under this Agreement. Additional
1788 Collection Containers or different size Collection Containers are subject to the applicable Service Rate set
1789 forth in Exhibit 1.

1790 12.02.5 Ownership of Collection Containers. Ownership of Collection Containers
1791 distributed by Contractor is vested in Contractor.

1792 12.02.6 Cleaning of Collection Containers. Once each Calendar Year, if requested by the
1793 Commercial Service Unit, Contractor must clean all Collection Containers at the Commercial Service Unit's
1794 premises or must replace the dirty Collection Containers with clean Collection Containers. Any Collection
1795 Container cleanings must be done in such a manner that results in no water entering the City's storm drain
1796 system. This service must be provided at no charge to the Service Unit, so long as the service is not
1797 requested more than once per Calendar Year. In addition, regardless of whether or not this cleaning is
1798 requested by the Service Unit, Contractor will ensure that all Collection Containers are cleaned on an as-
1799 needed basis so as to maintain a clean appearance and proper function. Additional cleanings beyond once
1800 each Calendar Year will be subject to the Service Rate set forth in Exhibit 1.

1801 12.03 Commercial Garbage Collection Service.

1802 12.03.1 Conditions of Service. Contractor must provide Commercial Garbage Collection
1803 Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in
1804 Garbage Collection Containers, where the Garbage Collection Containers are accessible.

1805 12.03.2 Size and Frequency of Service. This service must be provided as deemed
1806 necessary and determined between Contractor and the Commercial Service Unit, but such service must
1807 be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except
1808 that Collection service scheduled to fall on a holiday may be rescheduled as determined between the
1809 Service Unit and Contractor as long as the minimum frequency requirement is met. The size of the container
1810 and the frequency (above the minimum) of Collection will be determined between the Commercial Service
1811 Unit and Contractor. However, size and frequency must be sufficient to provide that no Solid Waste need
1812 be placed outside the Collection Container. Contractor must provide containers as part of the Commercial
1813 Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own

1814 Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and
1815 such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers
1816 used by Service Recipients must be owned and supplied by Contractor.

1817 12.03.3 Non-Collection. Contractor is not required to Collect any Commercial Solid Waste
1818 that is not placed in a Garbage Collection Container unless such Commercial Solid Waste is outside the
1819 Garbage Collection Container because of overflow. In the event of non-collection or overflow, Contractor
1820 must follow the steps as set forth in Section 5.13.

1821 12.03.4 Disposal Facility. All Solid Waste collected as a result of performing Commercial
1822 Solid Waste Collection Services must be transported to, and disposed of, at the Disposal Facility. In the
1823 event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose of Solid Waste
1824 at another legally permitted disposal facility. Failure to comply with this provision will result in the levy of a
1825 penalty as specified in Exhibit 6 and may result in Contractor being in default under this Agreement. City
1826 has the right to designate Disposal Facility and agrees to adjust Maximum Service Rates to reflect City's
1827 exercise of flow control rights.

1828 12.04 Commercial Recycling Service. This service is governed by the following terms and
1829 conditions:

1830 12.04.1 Conditions of Service. Contractor must provide Commercial Recycling Service to
1831 all Commercial Service Units in the Service Area whose Recyclable Materials are properly containerized in
1832 Recycling Collection Containers except as set forth below, where the Recycling Collection Containers are
1833 accessible. The Maximum Service Rates for Contractor's Commercial Recycling Services are set forth in
1834 Exhibit 1.

1835 12.04.2 Base Commercial Recycling Service. All Commercial Service Recipients
1836 subscribing to Commercial Solid Waste Collection Service must receive weekly collection of Recycling
1837 Materials with a minimum of at least one 96-gallon Recycling Cart per Service Recipient and included in
1838 the Bundled Rate set forth in Exhibit 1. The actual configuration of Recycling Collection Container sizes to
1839 be provided will be based on the total equivalent volume and configured in a manner determined by the
1840 Service Recipient in consultation with Contractor.

1841 12.04.3 Size and Frequency of Service. This service will be provided as deemed necessary
1842 and determined between Contractor and the Service Recipient, but such service must be received no less
1843 than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service
1844 scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and
1845 Contractor as long as the minimum frequency requirement is met. Service may be provided by Collection
1846 Container at the option of the Service Recipient. The size of the Collection Container and the frequency
1847 (above the minimum) of Collection will be determined between the Service Recipient and Contractor.
1848 However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed
1849 outside the Collection Container. Contractor may charge for Commercial Recycling Services above the
1850 weekly trash volume equivalent and must provide Recycling Collection Containers as a part of the Bundled
1851 Service with rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor

1852 provided that the Service Recipient is completely responsible for its proper maintenance, and such
1853 Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used
1854 by Service Recipients must be owned and supplied by Contractor.

1855 12.04.4 Recycling - Improper Procedure. Contractor is not required to Collect Recyclable
1856 Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial Solid
1857 Waste and Organic Waste. Furthermore, Contractor is not required to collect Recyclable Materials that are
1858 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1859 Contractor must follow the steps as set forth in Section 5.07.

1860 12.04.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of
1861 performing Recycling Services must be delivered to the Materials Recovery Facility listed in Exhibit 9.
1862 Failure to comply with this provision will result in the levy of a penalty as specified in Exhibit 6 and may
1863 result in Contractor being in default under this Agreement. All expenses related to materials processing and
1864 marketing will be the sole responsibility of Contractor. City has the right to designate Materials Recovery
1865 Facility and agrees to adjust Maximum Service Rates to reflect City's exercise of flow control rights.

1866 12.04.6 Recycling - Changes to Work. Should changes in law arise that necessitate any
1867 additions or deletions to the work described herein including the type of items included as Recyclable
1868 Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement
1869 amendment covering such modifications to the work to be performed and the compensation to be paid in
1870 accordance with Section 30.01.1 before undertaking any changes or revisions to such work.

1871 12.04.7 Compliance with AB 341 & SB 1383. Contractor will develop and maintain its
1872 Commercial Recycling Service in a manner designed to assist City and the Service Recipients to achieve
1873 and maintain compliance with AB 341 and SB 1383. Contractor will notify Commercial Service Recipients
1874 of the requirements to comply with the laws in November 2023, and not less than annually thereafter.
1875 Contractor must provide the necessary volume of Collection Service to Commercial Service Units in order
1876 to be in full compliance with the law. In conjunction with the City's ordinance supporting full compliance with
1877 AB 341 and SB 1383 by Commercial Service Units (i.e., "generators"), Contractor will conduct in-person
1878 outreach to all non-participating commercial covered generators a minimum of once per calendar year.
1879 Failure to conduct such outreach will result in a penalty as specified in Exhibit 6.

1880 12.04.8 Additional Recycling Collection containers. Contractor must provide additional
1881 Recycling Collection Containers to Commercial Service Recipients above the minimum requirements within
1882 five (5) days of request and may charge for such additional capacity set forth in Exhibit 1 provided that
1883 additional Collection Containers are used by Service Recipients for the purposes of setting out additional
1884 Recyclable Materials for regular weekly Commercial Recycling Service.

1885 12.05 Commercial Organic Waste Collection Service. This service is governed by the following
1886 terms and conditions:

1887 12.05.1 Conditions of Service. Contractor must provide Commercial Organic Waste
1888 Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly

1889 containerized in Organic Collection Containers, where the Organic Waste Collection Containers are
1890 accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the
1891 specific materials to be included the Service Recipient's Organic Waste Collection (i.e., Food Waste, Green
1892 Waste, combined Food and Green Waste). Contractor will charge for collection of Organic Waste within the
1893 Bundled Service rate specified in Exhibit 1. For Organic Waste collected in Collection Containers beyond
1894 the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit 1.
1895 Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts,
1896 and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service
1897 Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit
1898 1. Contractor will provide a sufficient number of Collection Containers and at a collection frequency to allow
1899 for any such Service Unit to utilize the collection of Organic Waste. Commercial Organic Waste Collection
1900 will occur Monday through Saturday upon request and as necessary. City shall provide Contractor a list of
1901 the names and addresses of Commercial Service Units that are approved by City for exemption from
1902 Organic Waste Collection.

1903 12.05.2 Organic Waste Processing Services. Contractor must ensure that all Organic
1904 Waste Collected pursuant to this Agreement is diverted from the landfill in accordance with AB 939, AB
1905 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Contractor must
1906 ensure that the Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except
1907 for residue resulting from processing. If the organics processing facility accepts bagged organic waste, then
1908 Contractor is obligated to accept bagged Organic Waste.

1909 12.05.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1910 Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Organic Waste transfer
1911 station listed in Exhibit 9. Failure to comply with this provision will result in the levy of a penalty as specified
1912 in Exhibit 6 and may result in Contractor being in default under this Agreement. All expenses related to
1913 Organic Waste processing and marketing will be the sole responsibility of Contractor. City has the right to
1914 designate Organic Waste Processing Facility and agrees to adjust Maximum Service Rates to reflect City's
1915 exercise of flow control rights.

1916 12.05.4 Organic Waste Collection Frequency. Contractor must comply with CalRecycle
1917 collection frequency requirements as they may apply during the term of this Agreement. If any such changes
1918 to collection frequency are adopted after Effective Date that result in Contractor being allowed to reduce
1919 the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to reduce its
1920 collection costs as a result in a change in Garbage or Organic Waste collection frequency, Contractor must
1921 provide City with its estimate of reduced its costs and shall make adjustments to the Maximum Service
1922 Rates.

1923 12.05.5 Base Commercial Organic Waste Service. All Commercial Service Recipients
1924 subscribing to Commercial Garbage Collection Service must receive weekly collection of the equivalent
1925 volume of at least one (1) 32-gallon Organic Waste Cart per Service Recipient included in the Bundled
1926 Service rate. The actual configuration of Organic Waste Collection Container sizes to be provided will be
1927 based on the total equivalent volume and configured in a manner determined by the Service Recipient in

1928 consultation with Contractor. Contractor may charge for Commercial Organic Waste Collection as set forth
1929 in Exhibit 1 for Commercial Organic Waste Service greater than the base 32-gallon Organic Waste Cart.

1930 12.05.6 Size and Frequency of Service. This service will be provided as deemed necessary
1931 and determined between Contractor and the Service Recipient, but such service must be received no less
1932 than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service
1933 scheduled to fall on a holiday may be rescheduled as determined between the Service Recipient and
1934 Contractor as long as the minimum frequency requirement is met. Service may be provided by Bin or Cart
1935 at the option of the Service Recipient. The size of the container and the frequency (above the minimum) of
1936 Collection will be determined between the customer and Contractor. However, size and frequency must be
1937 sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service
1938 Recipients may own and provide their own Compactor provided that the Service Recipient is completely
1939 responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's
1940 equipment. All other Collection Containers used by Service Recipients must be owned and supplied by
1941 Contractor.

1942 12.05.7 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1943 Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable
1944 Materials. Furthermore, Contractor is not required to collect Organic Waste that is contaminated through
1945 commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow
1946 the steps set forth in Section 5.07.

1947 12.05.8 Organic Waste - Changes to Services. Should changes in law arise that
1948 necessitate any additions or deletions to the services described in this Section including the type of items
1949 included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into an
1950 Agreement amendment covering such modifications to the services to be performed and the compensation
1951 to be paid in accordance with Section 30.01.1 before undertaking any changes or revisions to such services.

1952 12.05.9 Compliance with AB 1826 & SB 1383. Contractor will develop and maintain its
1953 Commercial Organic Waste Collection Service in a manner designed to assist City and Service Recipients
1954 to achieve and maintain compliance with AB 1826 and SB 1383. Contractor will notify non-exempt covered
1955 businesses of the requirements to comply with the law in November 2023, and no less than annually
1956 thereafter. Contractor will offer to provide the volume of collection service that covered businesses require
1957 to be in compliance with the law. In conjunction with the City's ordinance supporting full compliance with
1958 AB 341, SB 1383 and AB 827 by Commercial Service Units (i.e., "generators"), Contractor will conduct in-
1959 person outreach to all non-participating non-exempt commercial covered generators as specified in Section
1960 20.02. Failure to conduct such outreach will result in a penalty as specified in Exhibit 6.

1961 12.05.10 Additional Organic Waste Collection Containers. Contractor must provide
1962 additional Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided
1963 that additional Collection Containers are used by Service Recipients for the proposes of setting out
1964 additional Organic Waste materials for regular weekly Organic Waste Collection Service.

1965 12.05.11 Manure Collection Service. Contractor shall Collect all Manure placed in
1966 an Organic Waste Container at least once per week, or more often if arranged between Service Recipient
1967 and Contractor. Service Recipients may be instructed not to fill the Containers above a specified line or
1968 weight, so as not to damage the Containers or Collection Vehicle, and City shall resolve any disputes
1969 regarding the maximum weight that may be accommodated in such Containers. All Manure collected shall
1970 be diverted from landfilling through composting or other means and may not be collected or commingled
1971 with Garbage.

1972 12.05.11.1 Manure Cart Collection. Contractor shall provide Manure
1973 Collection Service to Commercial Customers that utilize Cart service for Manure Collection Service may be
1974 charged no more than the Maximum Service Rates as set forth in Exhibit 1.

1975 12.05.11.2 Manure Bin Collection. Contractor shall provide Manure Collection
1976 Service to Commercial Customers that utilize Bin service for Manure Collection Service may be charged
1977 no more than the Maximum Service Rates as set forth in Exhibit 1.

1978 Article 13. Mixed Use Dwelling Service (MXD)

1979 13.01 MXD Collection Service. As in Section 12.01.

1980 13.02 MXD Solid Waste Collection Service. As in Section 12.03.

1981 13.03 MXD Recycling Service. As in Section 12.04.

1982 13.04 MXD Move In/Out Collection Service. As in Section 10.08.4.

1983 13.05 MXD Organic Waste Collection Service. As in Section 12.05.

1984 13.06 MXD Large Item Collection Services. As in Section 10.10; Contractor may charge Service
1985 Recipients for Bulky Waste Collections subject to the Maximum Service Rate in Exhibit 1.

1986 Article 14. City Services

1987 14.01 City Collection Conditions of Service. City Collection Services shall be governed by the
1988 following terms and conditions:

1989 14.01.1 City Collection Services. Contractor shall provide Garbage, Recycling, and
1990 Organic Waste Collection Services to all City Service Units set forth in Exhibit 3, or as City may designate
1991 in the future (and where applicable, subject to the conditions in this Section), where the Containers are not
1992 blocked and are accessible by Contractor's Collection Vehicles.

1993 14.01.2 Contractor's Good Will. In exchange for the good will of the City and the general
1994 public, Contractor voluntarily agrees to provide Collection Services under this Article at no cost to the City
1995 excepting excess service as provided in this Article, and warrants that such service shall neither impact the
1996 Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

1997 14.01.3 Contractor shall receive written permission from the City before placing any
1998 Collection Containers on City owned property for service, except that no such permission shall be needed
1999 to place Collection Containers at locations specified for such Containers in Exhibit 3.

2000 14.01.4 Contractor shall limit the number of trips and the path of travel for Collection
2001 Vehicles in City parking lots.

2002 14.01.5 Container Service. City Facilities shall be provided Collection Services generally
2003 subject to the same terms and conditions as similar Service Units with regard to Container specifications,
2004 repair, replacement, cleanings, and exchange; provided the City shall not be charged for any requests for
2005 such services.

2006 14.01.6 Frequency of Service. The frequency of collection may be designated by the City,
2007 but not to exceed six (6) times per week per container. City may change the City Service Units receiving
2008 service, and the container volume and Collection frequency provided to any City Service Unit, by written
2009 notice to Contractor.

2010 14.02 City Clean-Up Services.

2011 14.02.1 City's Enforcement Clean-Up Services. Within one (1) Work Day of a request from
2012 the Agreement Administrator, Contractor shall provide Roll-off Containers to support City's Enforcement
2013 Clean-Up Services in the Service Area. City shall be responsible for loading or arranging for loading of each
2014 Roll-off Container. Contractor shall collect, transport and deliver City Code Enforcement Clean-Up Services
2015 Garbage, Recyclable Material, and Organic Waste to a Disposal Facility, the Materials Recovery Facility,
2016 or Organics Processing Facility, as appropriate given the characteristics of the load. Contractor shall deliver,
2017 and collect, transport and process the City's Enforcement Clean-Up Services waste from up to sixty (60)
2018 Roll-off Containers each Agreement Year at no charge to the City. Contractor shall be entitled to charge
2019 the City for collected materials exceeding sixty (60) collections per Agreement Year in accordance with the
2020 Service Recipient Rates as set forth in Exhibit 1.

2021 14.02.2 Abandoned Waste/Illegal Dumping Reporting. When conducting service within the
2022 City, Contractor shall direct its Collection Vehicle drivers to report to Contractor sightings of illegal dumping
2023 of Waste by recording: (i) the addresses of any Service Area where Garbage, Recyclable Material, and/or
2024 Organics Waste is accumulating; and (ii) the address, or other location description at which Garbage,
2025 Recyclable Material, and/or Organics Waste has been dumped. Contractor shall report to the City sightings
2026 and the recorded address within three (3) Work Days.

2027 14.02.3 Abandoned Waste/Illegal Dumping Clean-up. At City's direction, Contractor shall
2028 collect, transport and process dumped items based on high volume sites throughout City and specific
2029 customer complaints, at no additional charge to City. At all times possible, Contractor will manage requests
2030 through the City's Resident Service Center (RSC) system or any other reporting system utilized.

2031 14.03 City-Sponsored Events Service. Upon request by the City, Contractor shall provide
2032 Containers and Collection Services at City-Sponsored Events upon request, including but not limited to those
2033 specified in Exhibit 2, at no cost to the City.

2034 14.04 Large Item Collection Service. Contractor shall collect Large Items, including E-Waste and
2035 Universal Waste, from City Services Units as listed on Exhibit 3 on an on-call basis on the same terms and
2036 conditions as are provided to SFD Service Units per Section 10.10 at rates specified in Exhibit 1.

2037 **Article 15. Additional Services**

2038 15.01 Large Item Drop-off. Service Recipients may drop-off unlimited Bulky Items, excluding
2039 Construction and Demolition Debris, at the Contractor's designated site within the City between the hours of
2040 8:00 a.m. and 5:00 p.m. Monday through Friday and between 8:00a.m. and 12:00 p.m., one Saturday per
2041 month. Contractor shall not charge Service Recipients for accepting, processing, or Disposing of Bulky Items
2042 so delivered. Contractor shall handle all Organic Waste, Recyclable Materials, and electronic waste so
2043 deposited at its facility in accordance with all Applicable Laws and regulations.

2044 15.02 Neighborhood Clean-Up Events. Contractor shall provide Collection Services at
2045 Neighborhood Clean-Up Events at a maximum of twelve (12) per year upon request by City. Each event
2046 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
2047 and shall be limited to SFD, MFD, and MXD Service Recipients within the City. Contractor shall provide a
2048 maximum of three (3) 40-yard Roll-off Containers per event. The Agreement Administrator shall notify
2049 Contractor in writing or e-mail not less than eight (8) weeks prior to the date of the Neighborhood Clean-Up
2050 Event. The services shall be provided in a manner that meets all needs of the Neighborhood Clean-Up
2051 Event. The events must not occur during the week prior, the week of, or the week after a Holiday. The events
2052 shall be conducted by Contractor at no cost of any kind to the City. Contractor shall provide staffing to support
2053 City management at all times during the Clean-Up Days Events.

2054 15.02.1 Contractor shall prepare and distribute to SFD, MFD, and MXD Residential Service
2055 Recipients Neighborhood Clean-Up Event notices no later than six (6) weeks prior to each event. At a
2056 minimum, the dates and hours of operation, locations of the collection sites, and acceptable materials for
2057 collection shall be included in the notices. Contractor may separately mail electronically transmit the notices
2058 or provide the notices as billing inserts to each SFD, MFD, and MXD Residential Service Recipient.
2059 Contractor shall provide Spanish-translated notices upon request by the City. The costs of production,
2060 printing, mailing and all associated costs for the notices shall be borne by Contractor. Contractor shall also
2061 provide their information in digital format to the City.

2062 15.03 Mulch or Compost Delivery. At no cost to the City, Contractor must assist City in arranging
2063 for produced compost/mulch, or other recovered organic waste products to comply with SB 1383
2064 procurement requirements to be delivered in qualities, quantities, locations and times agreed on between
2065 City and Contractor. Such Contractor assistance can be in the form of backhauling materials or setting aside
2066 locations for Service Recipients to pick up produced compost/mulch at an approved facility. Contractor
2067 agrees to provide up to 7,700 cubic yards of compost or mulch to the City annually.

2068 15.04 Edible Food Recovery Support. At no cost to the City, Contractor must provide support to
2069 the City's Edible Food Recovery program as required under SB 1383. Contractor support may include
2070 educating commercial edible food generators, providing records of site visits, conducting education efforts,
2071 providing lists of food recovery organizations, and coordinating with Agreement Administrator.

2072 15.05 Free Paper Shredding Events. Up to four (4) times per year, at no additional cost to City or
2073 its residents, Contractor will conduct a free paper shredding event at a location as determined by the City.
2074 At each event, all City residents will be permitted to deliver an unlimited amount of paper for shredding free
2075 of charge by Contractor. Contractor must arrange for all shredded paper generated by each event to be
2076 processed in such a manner so as to ensure the diversion of this material from landfilling.

2077 Article 16. Collection Routes

2078 16.01 Service Routes. Contractor must provide City with maps and digital mapping data precisely
2079 defining Collection routes, together with the days and the times at which Collection will regularly commence.

2080 16.02 Initial Route Changes. Contractor agrees not to change any Residential Collection Services
2081 routes in effect as of the Effective Date of this Agreement prior to July 1, 2024, with the exception of limited
2082 route changes that may be necessary for new development, and subject to review and approval by the City.
2083 After July 1, 2024, if any re-routing of Residential Collection services is necessary for collection efficiency,
2084 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than
2085 sixty (60) calendar days prior to the proposed date of implementation. Any such initial routing change may
2086 not affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and
2087 approval.

2088 16.03 Future Service Route Changes. Contractor must submit to City, in writing, any proposed
2089 route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
2090 implementation. Contractor may not implement any route changes without the prior review of the Agreement
2091 Administrator. If the change will change the Collection day for a Service Recipient, Contractor must notify
2092 those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date
2093 of implementation.

2094 16.04 Collection Route Audits. City reserves the right to conduct audits of Contractor's Collection
2095 routes. Contractor must cooperate with City in connection therewith, including permitting City employees or
2096 agents, designated by the Agreement Administrator, to ride in the Collection Vehicles to conduct the audits.
2097 Contractor has no responsibility or liability for the salary, wages, benefits or worker compensation claims of
2098 any person designated by the Agreement Administrator to conduct such audits.

2099 Article 17. Minimum Performance and Diversion Standards

2100 17.01 Agreement Extension. In order to receive the Agreement term extension offer set forth in
2101 Section 2.02 of this Agreement, Contractor must meet or exceed the following annual minimum performance
2102 and diversion standards in each Calendar Year beginning January 2024.

2103 17.01.1 Performance Standards. Assessment of penalties and charges, as set forth in
2104 Exhibit 6 of this Agreement, totaling less than \$50,001 in any one (1) Calendar Year.

2105 17.01.2 Minimum Diversion Standards. Contractor must meet the requirements set forth in
2106 Article 8.

2107 17.01.3 No Current Default. Contractor is not currently in default of the Agreement.

2108 17.02 Billing Audit and Performance Reviews.

2109 17.02.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is
2110 to determine that the amount which the Contractor is billing each Customer is correct with regard to the
2111 level of service (i.e., frequency of collection, size of container, location of container) at the rates approved
2112 by City Council resolution. The Contractor shall review Customer accounts not less than annually and
2113 provide a written certification to the City that all such billing is correct. The documentation of the review, as
2114 well as verification that any errors have been corrected should be provided to the City annually.

2115 17.02.2 Selection and Cost. City may conduct billing audit and performance reviews
2116 (together, "reviews") of Contractor's performance during the term of this Agreement, as provided herein.
2117 The reviews will be performed by the City or a qualified firm under contract to City. City will have the final
2118 responsibility for the selection of the firm. City may conduct reviews at any time during the term of the
2119 Agreement. City and Contractor agree to each pay fifty-percent (50%) of the cost of the audits and
2120 performance reviews provided for under Section 17.02.

2121 17.02.2.1 Full Reviews During Initial Term. City may conduct two (2) full
2122 reviews with costs apportioned as stated in Section 17.02.2 during the Initial Term of this Agreement. The
2123 purpose of these full reviews will be as described in Section 17.02.3 below.

2124 17.02.2.2 Full Review During Extension Period. In the event that Contractor
2125 is granted an extension to the term of this Agreement as described in Section 2.02, City may conduct one
2126 (1) additional full review during each of the five (5) year extension periods. The purpose of this full review
2127 is described in Section 17.02.3. For each of these full review costs will be apportioned as stated in Section
2128 17.02.2.

2129 17.02.3 Purpose. The reviews will be designed to verify that customer billing rates have
2130 been properly calculated and they correspond to the level of service received by the customer, verify that
2131 Contractor is correctly billing for all services provided, Franchise Fees and other fees required under this
2132 Agreement have been properly calculated and paid to City, verify Contractor's compliance with the reporting
2133 requirements and performance standards of this Agreement, verify the diversion percentages reported by
2134 Contractor, and verify any other provisions of the Agreement. City (or its designated consultant) may utilize
2135 a variety of methods in the execution of this review, including, but not limited to, analysis of relevant
2136 documents, on-site and field observations, and interviews. City (or its designated consultant) will review
2137 and document the items in the Agreement that require Contractor to meet specific performance standards,
2138 submit information or reports, perform additional services, or document operating procedures, that can be

2139 objectively evaluated. This information will be documented and be formatted in a “compliance checklist”
2140 with supporting documentation and findings tracked for each of the identified items. The review will
2141 specifically include a determination of Contractor’s compliance with the diversion requirements of Article 8,
2142 and the public outreach and education requirements of Article 20. City (or its designated consultant) may
2143 review the customer service functions and structure utilized by Contractor. This may include Contractor’s
2144 protocol for addressing customer complaints and service interruption procedures. Complaint logs may be
2145 reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field
2146 observations by City (or its designated consultant) may include, but are not necessarily limited to:

2147 17.02.3.1 Interviews and discussions with Contractor’s administration and
2148 management personnel;

2149 17.02.3.2 Review and observation of Contractor’s customer service functions
2150 and structure;

2151 17.02.3.3 Review of public education and outreach materials;

2152 17.02.3.4 Interviews and discussions with Contractor’s financial and accounting
2153 personnel;

2154 17.02.3.5 Interviews with route dispatchers, field supervisors and managers;

2155 17.02.3.6 Interviews with route drivers;

2156 17.02.3.7 Interviews with vehicle maintenance staff and observation of
2157 maintenance practices; and

2158 17.02.3.8 Review of on-route Collection Services, including observation of driver
2159 performance and collection productivity and visual inspection of
2160 residential routes before and after collection to evaluate cart
2161 placement and cleanliness of streets.

2162 17.02.4 Contractor’s Cooperation. Contractor shall cooperate fully with the review and
2163 provide all requested data, including operational data, financial data of the type described in Section
2164 17.01.1, and other data reasonably requested by City within fifteen (15) Work Days of the request.

2165 17.02.5 Additional Billing Audit and Performance Review. In the event that the Billing Audit
2166 and Performance Review concludes that Contractor is not in compliance with all terms and conditions of
2167 this Agreement and such non-compliance is material, Contractor is subject to administrative fees and
2168 penalties as described in Exhibit 6 as well as reimbursement to the City for the full cost of the audit plus
2169 any underpayments discovered during the Audit. Additionally, City may conduct an Additional Billing Audit
2170 and Performance Review beyond the two (2) specified in Section 17.02.2, to ensure that Contractor has
2171 cured any such area of non-compliance. Contractor will be responsible for the cost of any such Additional
2172 Billing Audit and Performance Review for a maximum cost of One-hundred Twenty Thousand Dollars
2173 (\$120,000) (starting on July 1, 2024 and each January 1st thereafter, with the maximum cost for the review

2174 adjusted annually by the change in the CPI). For the purposes of a determination of non-compliance under
2175 this Agreement, Audit findings which result in underpayments of \$100,000 or more shall be deemed
2176 material.

2177 17.02.6 City Requested Program Review. City reserves the right to require Contractor to
2178 periodically conduct reviews of the Garbage, Recycling, and Organic Waste Collection Service programs,
2179 provided that such reviews are reasonable and can be accomplished at no additional cost to Contractor
2180 and without interfering with Contractor's operations. Such reviews could assess one or more of the following
2181 performance indicators: average volume of Recyclable Materials per setout per customer, average volume
2182 of Organic Waste per setout per customer, participation level, contamination levels, etc. Prior to the program
2183 evaluation review, City and Contractor will meet and discuss the purpose of the review and agree on the
2184 method, scope, and data to be provided by Contractor.

2185 17.03 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its
2186 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
2187 investigate customer participation levels and setout volumes and/or evaluate and monitor program results
2188 related to Garbage, Recyclable Materials and Organic Waste collected in City by Contractor, provided that
2189 such cooperation can be accomplished at no additional cost to Contractor and without interfering with
2190 Contractor's operations.

2191 Article 18. Collection Equipment

2192 18.01 General Provisions. All equipment used by Contractor in the performance of services under
2193 this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
2194 standards, including all applicable provisions of Air Quality Management District. Collection vehicles must
2195 be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers
2196 must be closed on top and on all sides with screening material to prevent collected materials from leaking,
2197 blowing or falling from the vehicles. All trucks and containers must be watertight and must be operated so
2198 that liquids do not spill during Collection or in transit.

2199 18.02 Large Items. Vehicles used for Collection of Large Items may not use compactor
2200 mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other
2201 gases from pressurized appliances.

2202 18.03 Collection Vehicles. Contractor must use new Collection Vehicles as of the
2203 Commencement date and may not use any Collection Vehicle that is more than ten (10) years old during
2204 the term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its
2205 address within the City, and shall report all purchases of Collection Vehicles under this Agreement as
2206 attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel,
2207 which must be renewable natural gas, LNG, CNG, or electric unless otherwise authorized by the City. If
2208 during the term of the Franchise Agreement, new technologies are available such as hybrid or electric
2209 powered collection vehicles, the City or the Contractor may request/negotiate implementation of such new
2210 collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional cost or
2211 savings. During the Term, to the extent required by law, Contractor shall provide its Collection Vehicles to

2212 be in full compliance with all Applicable Laws, including State and Federal clean air requirements that are
2213 adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy
2214 Duty Engine Standards as currently proposed to be contained in California Code of Regulations, title 13,
2215 sections 2020 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air
2216 pollution control laws.

2217 18.04 Collection Vehicle Technology. Contractor must use Collection Vehicles fitted with GPS
2218 tracking devices that can be used to record start and stop times, vehicle locations, and maximum speed.
2219 Contractor shall furnish to the City at no additional cost or expense any software and equipment necessary
2220 for City to track the location of Collection Vehicles in real time and to generate reports as needed. Collection
2221 Vehicles must also be fitted with cameras that are programmed to take photos, date and location stamped,
2222 to document violations, including contamination, overfilling, and lids not closed. GPS and camera data must
2223 be accessible by City.

2224 18.05 Collection Vehicle Size Limitations / Overweigh Vehicle Charge. Contractor may not use
2225 any Collection Vehicle in violation of weight limitations in Applicable Law. The Contractor may exceed the
2226 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
2227 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor
2228 must report all instances of overweight vehicles to City as part of its quarterly Franchise Fee submittal
2229 described in Section 4.03, and as part of its Annual Reports to the City described in Section 22.03. Contractor
2230 may be assessed administrative charges as specified in Exhibit 6 as a result of exceeding an overweight
2231 vehicle rate of five percent (5.00%) in any Calendar Year during the term of the Agreement. The overweight
2232 vehicle rate will be calculated as the total number of overweight Collection Vehicle instances during the
2233 Calendar Year, divided by the total number of Collection Vehicle loads transported during the Calendar Year.
2234 Prior to collecting administrative charges for overweight vehicles, the City shall afford Contractor a
2235 reasonable opportunity to provide the Agreement Administrator documentation of the extraordinary
2236 circumstance that caused the overweight vehicles. Extraordinary circumstances in this particular case
2237 include, but may be limited to, heavy rains or high winds that caused excess Green Waste to be generated,
2238 rain to accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened to
2239 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's
2240 documentation and uphold and collect the assessed charge, to reduce the charge, or waive and dismiss the
2241 charge. The Agreement Administrator shall also have the authority to waive charges in advance of an
2242 anticipated, or in response to and actual, emergency event.

2243 18.06 Registration; Inspection. All vehicles used by Contractor in providing Collection Services
2244 under this Agreement, except those vehicles used solely on Contractor's premises, are to be registered with
2245 the California Department of Motor Vehicles. In addition, each such vehicle must be inspected by the
2246 California Highway Patrol in accordance with Applicable Law. Within two (2) Work Days of a request from
2247 the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and any
2248 safety compliance report, including, but not limited to, any report issued under California Vehicle Code
2249 sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway
2250 Patrol.

2251 18.07 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
2252 markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and
2253 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle
2254 Code, as may be amended from time to time.

2255 18.08 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without
2256 repetition and must have Contractor's name, Contractor's customer service telephone number, and the
2257 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and
2258 the rear of each vehicle. All Collection Vehicles shall display the words "**Servicing the City of Santa Clarita**"
2259 in letters no less than two inches (2") high and the City Seal. No advertising is permitted other than the name
2260 of Contractor, its logo and registered service marks, except promotional advertisement of the Recyclable
2261 Materials and Organic Waste programs, which is encouraged. City to approve any promotional material of
2262 the Recyclable Materials and Organic Waste Programs affixed to or painted on Contractor's Collection
2263 Vehicles and may require such promotion to be utilized from time to time in order to encourage correct
2264 recycling, reduce contamination, and provide relevant education. Contractor must repaint all vehicles
2265 (including vehicles striping) during the term of this Agreement on a frequency as necessary to maintain a
2266 positive public image as reasonably determined by the Agreement Administrator, but not less often than
2267 once every five years beginning July 1, 2023.

2268 18.09 Bin and Roll-off Signage, Painting, and Cleaning. All metal bins and Roll-offs of any service
2269 type furnished by Contractor must be either painted or galvanized. All metal or plastic bins and Roll-offs must
2270 display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or
2271 Roll-off and must be kept in a clean and sanitary condition. Bins and Roll-offs should be free of dents and
2272 graffiti and newly painted at the start of this Agreement, and painted as needed to maintain an orderly
2273 appearance throughout the term of the Agreement, but not less frequently than once every three years. Bins
2274 and Roll-offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary
2275 condition will be made by City.

2276 18.10 Vehicle Certification. For each Collection Vehicle used in the performance of services
2277 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to
2278 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations
2279 promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California
2280 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to
2281 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates
2282 and reports available for inspection upon request by the Agreement Administrator.

2283 18.10.1 No later than July 1, 2023, Contractor must submit to the Agreement Administrator
2284 verification that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle
2285 Inspection. Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested
2286 annually in the California Heavy Duty Inspection Program and must, upon request, submit written
2287 verification to City within ten (10) Work Days of the completion of such test. Contractor may not use any
2288 vehicle that does not pass such inspection.

2289 18.11 Equipment Maintenance. Contractor must maintain Collection equipment in a clean
2290 condition and in good repair at all times. All parts and systems of the Collection equipment must operate
2291 properly and be maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles
2292 at least once a week.

2293 18.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles.
2294 The log must at all times be accessible to City by physical inspection upon request of Agreement
2295 Administrator, and must show, at a minimum, each vehicle Contractor assigned identification number, date
2296 purchased or initial lease, dates of performance of routine maintenance, dates of performance of any
2297 additional maintenance, and description of additional maintenance performed.

2298 18.13 Equipment Inventory. On or before July 1, 2023 Contractor shall provide to City an
2299 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and
2300 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
2301 Contractor assigned identification number, DMV license number, the age of the chassis and body, type of
2302 fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the
2303 decibel rating and the maintenance and rebuild status. Contractor must submit to the Agreement
2304 Administrator, either by fax or e-mail, an updated inventory annually to the City or more often at the request
2305 of the Agreement Administrator. Each inventory must also include the tare weight of each vehicle as
2306 determined by weighing at a certified scale used by Contractor. Each vehicle inventory must be accompanied
2307 by a certification signed by Contractor that all Collection Vehicles meet the requirements of this Agreement.

2308 18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection
2309 equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve
2310 equipment must correspond in size and capacity to the equipment used by the Contractor to perform the
2311 contractual duties.

2312 Article 19. Contractor's Office

2313 19.01 Contractor's Office. Contractor shall maintain an office in the City of Santa Clarita,
2314 California. Such office must be equipped with enough telephones that all Collection Service-related calls
2315 received during normal business hours are answered by an employee within five (5) rings. The office must
2316 have responsible persons in charge during Collection hours and must be open during such normal business
2317 hours, 8:00 a.m. to 5:00 p.m. on Monday through Friday and Saturday during Collection Service hours.
2318 Contractor must provide either a local or toll-free telephone number that connects to the call center described
2319 in Section 19.02, and a telephone answering service or mechanical device to receive Service Recipient
2320 inquiries during those times when the office is closed. Calls received after normal business hours must be
2321 addressed the next Work Day morning.

2322 19.02 Customer Service Call Center. Contractor must maintain a local Customer Service call
2323 center in the City of Santa Clarita. Such office must be equipped with enough telephones that all customer
2324 service-related calls received during normal business hours, 8:00 a.m. to 5:00 p.m. on Monday through
2325 Friday and Saturday during Collection Service hours, are answered by an employee within five (5) rings

2326 19.03 Emergency Contact. Contractor must provide the Agreement Administrator with an
2327 emergency phone number where the Contractor can be reached outside of the required office hours.

2328 19.04 Multilingual/TDD Service. Contractor must at all times maintain the capability of responding
2329 to telephone calls in English and such other languages as City may direct. Contractor must at all times
2330 maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf
2331 (TDD) Services.

2332 19.05 Service Recipient Calls. During office hours, Contractor must maintain a telephone
2333 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record
2334 all calls including any inquiries, service requests and complaints into a customer service log.

2335 19.05.1 All incoming calls will be answered at the local office or call center within 5 rings.
2336 Any call “on-hold” in excess of 1.5 minutes must have the option to remain “on-hold” or request a “call-back”
2337 from a customer service representative. Contractor’s customer service representatives must return Service
2338 Recipient calls. For all messages left before 3:00 p.m., all “call backs” must be attempted a minimum of one
2339 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
2340 attempted a minimum of one time prior to noon the next Work Day. Contractor must make minimum of three
2341 (3) attempts within one (1) Work Day of the receipt of the call. If Contractor is unable to reach the Service
2342 Recipient on the next Work Day, Contractor must send a postcard, email or text, as indicated by the Service
2343 Recipient to the Service Recipient on the second Work Day after the call was received, indicating that the
2344 Contractor has attempted to return the call.

2345 Article 20. Contractor Support Services

2346 20.01 Sustainability/Compliance Representative. Contractor will hire staff, including at least two
2347 dedicated full-time Sustainability/Compliance Representatives as of the Commencement Date, to conduct
2348 site visits and provide outreach and education in support of meeting Franchise and CalRecycle Diversion
2349 requirements and to meet State mandates associated with AB 939, AB 341, AB 1826, AB 827, AB 1594, SB
2350 1016, and SB 1383, and all amendments and related subsequent legislation. The Sustainability/Compliance
2351 Representatives shall be available as needed to meet with the City and conduct site visits to implement
2352 Recycling and Organics programs in the Service Area at least four days a week throughout the year. City
2353 may request monthly meetings with Contractor to discuss problems or issues such as Collection or Recycling
2354 programs, Billing or Service Recipient service issues, and day to day operations. City and Contractor agree
2355 to meet and confer to reevaluate the ongoing need for two dedicated full-time Sustainability/Compliance
2356 Representatives on or around July 1, 2025 (two years from the Commencement Date).

2357 20.02 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit
2358 and implement an annual (Calendar Year) Sustainability and Compliance Plan (“Plan”), which will guide
2359 Contractor’s staffs’ work efforts. This Plan will include measures to meet diversion targets, increase
2360 diversion, and increase participation of Service Recipients in recycling and organics diversion programs, and
2361 should target certain Recyclable Materials or “problem” areas, including recycling and organics sorting and
2362 contamination, within Contractor’s Service Area where improvements can be maximized. Planned outreach
2363 and education services, and outreach materials should be included as part of the Plan and updated annually.

2364 Targets of outreach should be based on local trends and recycling patterns from data obtained by both the
2365 City and Contractor. Contractor will maintain current and state-of-the-art public outreach and education
2366 services throughout the term of this Agreement by providing outreach materials to Service Recipients
2367 electronically (via email and social media). Contractor must submit first year draft Plan to the City prior to
2368 the Commencement Date and by August 1st each year thereafter for the term of the Agreement. City review
2369 and provide revisions to draft Plan within thirty (30) days of receipt. Contractor must revise and submit final
2370 Plan to City by April 1, 2023 for first year and thence by November 1st each year thereafter for the term of
2371 the Agreement. Contractor's Plan is provided in Exhibit 10. Contractor will be required to expend at least
2372 **seventy-five thousand dollars (\$75,000)** per year (as adjusted annually by the CPI Adjustment), for the
2373 development of the Plan and its implementation, which may not include personnel costs associated with the
2374 Sustainability/Compliance Representative. The Sustainability and Compliance Plan must include the
2375 following:

2376 20.02.1 City-Specific Website. Contractor shall maintain a City-specific website that fully
2377 explains the Contractor's current services and rates, the diversion options available, and allows Service
2378 Recipients to submit service changes, inquiries, complaints or queries. The website must describe and
2379 promote the use of the available Recyclable Materials and Organics services. Contractor's local website
2380 must provide information specific to the City's programs. Contractor will ensure that information provided
2381 on the website is maintained and up-to-date. Content will include proper container set out, educational
2382 materials, newsletters and program descriptions.

2383 20.02.2 Recycling Resources. Contractor shall maintain accurate list of recyclable
2384 materials on its website, and promote proper recycling to all Service Recipients. Contractor shall consult,
2385 collaborate, and coordinate its recycling outreach and educational materials and activities with the City and
2386 incorporate the City's input on the Contractor's recycling resources and programs.

2387 20.02.3 School Education and Outreach. Contractor shall develop and utilize a program to
2388 educate on proper recycling that offers tools to assist with proper recycling for all ages. Educational
2389 information should include brochures, school resources such as recycling curriculums, kid's activity flyers,
2390 posters, myth busters, and recycling art activities. Contractor shall develop and distribute educational
2391 material, and conduct onsite outreach annually to all school campuses in the franchise area. Materials must
2392 be approved by City before distribution. Examples include: Recyclable Materials list, Recycling tips, battery
2393 and bulb education, Food Waste collection and donation, and HHW education. Educational material shall
2394 be distributed to campuses by mail and/or in person on or before September 30th annually, and site visits
2395 must be completed by November 30th.

2396 20.02.4 MORe Compliance Notices. Contractor shall send Mandatory Organics Recycling
2397 (MORe) compliance notices quarterly to all eligible Commercial entities and MFDs/MXDs that do not
2398 subscribe to Organic Waste Collection Service with the Contractor, and/or do not provide an alternate
2399 method for Diverting Organic Waste, in conformance with SB 1383 and AB 1826. These notices shall also
2400 notify businesses of requirements under AB 827. Contractor shall mail notifications quarterly on or before
2401 the last day of the month following the end of the quarter.

2402 20.02.5 MCR Compliance Notices. Contractor shall send Mandatory Commercial
2403 Recycling (MCR) compliance notices quarterly to all eligible Commercial entities and MFD's that do not
2404 subscribe to recycling collection service with the Contractor, and/or do not provide an alternate method for
2405 diverting recyclable materials, in conformance with AB 341. These notices shall also notify businesses of
2406 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the
2407 month following the end of the quarter.

2408 20.02.6 MORe Site Visits. Contractor shall conduct site visits to all eligible Commercial
2409 entities and MFDs/MXD's once per year for the first three years and thereafter every other year for
2410 businesses that subscribe to Organics Collection Service and every year for businesses that do not
2411 subscribe to organics collection service in conformance with SB 1383 and AB 1826. Contractor shall
2412 conduct visits on or before June 30th.

2413 20.02.7 MCR Site Visits. Contractor shall conduct site visits to all eligible Commercial
2414 entities and MFDs/MXD's once per year for the first three years and thereafter every other year for
2415 businesses that subscribe to Recycling Collection Service and every year for businesses do not subscribe
2416 to Recycling Collection Service with the Contractor. Contractor shall conduct visits on or before June 30th.

2417 20.02.8 Waste Audits. Contractor shall complete Recycling and Solid Waste audits for
2418 twenty (20) Commercial or MXD Service Recipients per month and provide recommendations to customers
2419 on how to improve overall resource efficiency.

2420 20.02.9 Compliance Reporting. Contractor shall report contaminations and overage
2421 issues via the City's Waste Reporting System.

2422 20.02.10 Right-sizing Containers. Contractor must right-size Collection Containers
2423 to maximize diversion from SFD, MFD, MXD and Commercial Service Recipients.

2424 20.02.11 Education and Outreach Materials. Contractor must implement public
2425 education and outreach in conformance with applicable laws (e.g., SB 1383, AB 1826, AB 827, AB 939, AB
2426 341, AB 1594, etc.) and in coordination with the City. Contractor shall attend public events and host booths
2427 to promote recycling education and awareness. Contractor will work with City to identify which special
2428 events will be attended. Contractor, together with City, shall work with local media to ensure information on
2429 new programs, events, recycling, organics etc. is communicated to the community. Contractor shall use a
2430 variety of options such as local paper, news, websites, social media, Homeowners Associations, schools
2431 and civic groups to distribute information and education about City solid waste and recycling programs, and
2432 events. Contractor shall distribute educational material to Service Recipients a minimum of once a quarter
2433 by mail or electronically. These materials should include tips on recycling properly, use of organics
2434 containers, composting, battery and electronics education, prevention of contamination issues, proper
2435 Collection Container placement, resource information, and HHW education.

2436 20.02.12 Service Recipient Personnel Training. Contractor shall advise and
2437 educate appropriate personnel (management, employees, janitors, etc.) at MFD/MXD and Commercial

2438 Service Units on methods and recommendations to increase recycling and decrease landfilling including
2439 best practices for recycling, waste reduction and availability and use of in-house recycling containers.

2440 20.02.13 Available Services Notice and Information. At least annually Contractor
2441 must publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range
2442 of services offered. The notice must contain at a minimum (i) definitions of the materials to be Collected,
2443 (ii) procedures for setting out materials, (iii) the days when Garbage Collection Services, Recycling
2444 Services, and Organic Waste Collection Services will be provided, (iv) Contractor's local customer service
2445 phone number, (v) instructions on the proper filling of Containers, (vi) instructions as to what materials may
2446 or may not be placed in Recyclable Materials or Organic Waste Containers, (vii) how to select Container
2447 sizes to maximize diversion, (viii) participation in Recycling and Organic Waste programs, (ix) the fees for
2448 overage and Contamination in the event of non-compliance, (x) the availability of on-premises Collection
2449 Services, including the availability of no-charge on-premises Collection Services for qualified persons, (xi)
2450 Large Items Collection Services, (xii) the dates and locations of Neighborhood Cleanup days, and (xiii) the
2451 dates and locations of Free Large Item Drop-off days. The notice must be provided in English, and other
2452 languages as directed by the City, and must be distributed by Contractor no later than February 1st of each
2453 year.

2454 20.02.14 Approach to Meeting City's Diversion Requirements. Contractor must
2455 document approach to meeting City's diversion requirements by specific diversion program type (SFD,
2456 MFD, Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific
2457 and public education programs. This must include an implementation schedule showing the specific
2458 programs and tasks, milestones, and time frames for meeting the diversion requirements.

2459 20.02.15 Tonnage Table. Contractor must provide as part of the Plan, a tonnage
2460 table segregated by SFD, MFD, MXD, Commercial, and Additional Services that estimates tonnages for
2461 Recyclable Material and Organic Waste delivered and processed, and the estimated residual tonnages for
2462 each calendar year of the Franchise Agreement.

2463 20.02.16 Environmental Stewardship. Contractor must describe all environmental
2464 management policies and activities related to the solid waste collection service, including the use of
2465 alternative fuel vehicles, reduction of air emissions and wear and tear on the City's streets, use of recycled
2466 products throughout operations, internal waste reduction and reuse protocol, water and resource
2467 conservation activities within facilities (design, construction and operation), compliance with laws governing
2468 e-waste, HHW, and u-waste, and use of non-toxic products when possible.

2469 20.03 News Media Relations. Contractor will work with local media to ensure information is
2470 communicated to community (new programs, events, recycling information, etc.). Contractor to use options,
2471 such as; local Newspaper, Radio/TV News outlets, Websites and Social Media. Contractor will notify the
2472 Agreement Administrator by e-mail or phone of all requests for news media interviews related to the services
2473 covered under this Franchise Agreement within one (1) Work Day of Contractor's receipt of the request.
2474 When practicable, before responding to any inquiries involving controversial issues or any issues likely to
2475 affect participation or customer's perception of services, Contractor will discuss Contractor's proposed
2476 response with the City Agreement Administrator.

2477 20.04 Annual Recycling Awards. Contractor will recognize outstanding participation in Recycling
2478 and/or Organic Waste programs by identifying “recycling all-stars” for recognition at a City Council meeting
2479 during each November, beginning November 2024.

2480 20.05 News Media Requests. Contractor will notify the Agreement Administrator by e-mail or
2481 phone of all requests for news media interviews related to the services covered under this Agreement within
2482 one (1) Work Day of Contractor’s receipt of the request. When practicable, before responding to any inquiries
2483 involving controversial issues or any issues likely to affect participation or Service Recipient’s perception of
2484 services, Contractor will discuss Contractor’s proposed response with the Agreement Administrator.

2485 20.05.1 Copies of draft news releases or proposed trade journal articles that use the name
2486 of City or relate to the services provided hereunder must be submitted to the Agreement Administrator for
2487 prior review and approval at least five (5) working days in advance of release, except where Contractor is
2488 required by any law or regulation to submit materials to any regulatory agency in a shorter period of time,
2489 in which case Contractor must submit such materials to City simultaneously with Contractor’s submittal to
2490 such regulatory agency.

2491 20.05.2 Copies of articles resulting from media interviews or news releases that use the
2492 name of City or relate to the services provided hereunder must be provided to the City within five (5) days
2493 after publication.

2494 20.06 Acceptable Materials Labeling. Contractor must affix to each Recycling and Organics
2495 Collection Container a sticker that clearly lists Acceptable materials to be placed in these containers. Stickers
2496 must be replaced annually and include any updates in the list of Acceptable materials (Exhibit 12).

2497 20.07 Mulch or Compost Delivery. At no cost to the City, Contractor must provide City with mulch
2498 or compost materials (i.e., “Recovered Organic Materials”) at a volume to allow the City to comply with SB
2499 1383. Contractor must deliver mulch or compost materials at a time and location mutually agreeable between
2500 the City and Contractor. Delivered mulch or compost can be in bulk form or bagged.

2501 20.08 Edible Food Recovery Support. At no cost to the City, Contractor must provide support to
2502 the City’s Edible Food Recovery program as required under SB 1383. Contractor support may include
2503 educating commercial edible food generators, providing records of site visits, conducting education efforts,
2504 and providing lists of food recovery organizations. Contractor will assist the City in conducting Food Waste
2505 and Green Waste surveys and diversion programs by providing accurate and timely service data, conducting
2506 site visits, and distributing materials.

2507 20.09 Programs and Services. Contractor must provide additional educational and outreach
2508 services and programs as requested by City at a price to be mutually agreed upon between the Contractor
2509 and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a
2510 mutually agreed upon price for the requested service or program, City has the right to procure the service of
2511 other vendors or contractors to provide the requested service.

2512 20.10 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 5,
2513 Customer Service Plan included as Exhibit 7, and Collection Service Operations Plan included as Exhibit 8
2514 that present the specific collection and processing programs that will be implemented in the City.

2515 Article 21. Emergency Service

2516 21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire,
2517 natural disaster, or other such event, the Agreement Administrator may grant the Contractor a variance from
2518 regular routes and schedules, which will not be withheld unreasonably. As soon as practicable after such
2519 event, Contractor must advise the Agreement Administrator when it is anticipated that normal routes and
2520 schedules can be resumed. The Agreement Administrator will make an effort through the local news media
2521 to inform the public when regular services may be resumed. The clean-up from some events may require
2522 that Contractor hire additional equipment, employ additional personnel, or work existing personnel on
2523 overtime hours to clean debris resulting from the event. Contractor will receive additional compensation,
2524 above the normal compensation contained in this Agreement, to cover the costs of rental equipment,
2525 additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit
2526 1 provided Contractor has first secured written authorization and approval from City through the Agreement
2527 Administrator. City will be given equal priority and access to resources as with other franchise jurisdictions
2528 held by Contractor or its affiliates.

2529 21.02 Disaster Recovery Support. In the event of a tornado, major storm, earthquake, fire, natural
2530 disaster, or other such event, Contractor agrees to provide disaster recovery support upon request by
2531 Agreement Administrator. This may include additional hauling of debris, special handling such as wrapping
2532 waste in plastic (i.e., "burrito wrapping"), temporary storage of debris where feasible, additional disposal, use
2533 of different transfer and disposal facilities, and documentation of debris type, weight, and diversion.
2534 Contractor should follow protocol laid out in the City's Draft Disaster Debris Plan and any subsequent County
2535 or City Disaster Debris Plans, as applied to solid waste hauling and handling.

2536 Article 22. Record Keeping and Reporting Requirements

2537 22.01 Record Keeping. Notwithstanding Article 47 herein:

2538 22.01.1 Accounting Records. Contractor must maintain full, complete and separate
2539 financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection
2540 Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such
2541 records will be subject to audit, copy, and inspection for the purposes set forth in Section 17.02.3. Gross
2542 receipts derived from provision of the Collection Services, whether such services are performed by
2543 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of
2544 Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for a period
2545 of not less than four (4) years following expiration or other termination hereof, full, complete and accurate
2546 records, including all cash, billing and disposal records, as indicated in the Agreement.

2547 22.01.1.1 City reserves the right to request audited, reviewed, or compiled
2548 financial statements prepared by an independent Certified Public Accountant, or as may be provided by

2549 Contractor or its parent company. In the event that Contractor does not maintain separate financial or
2550 accounting records prepared specifically for services provided under this Agreement, Contractor may use
2551 industry standard allocation methods to provide financial information as applicable to the service provided
2552 under this Agreement.

2553 22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities
2554 of (i) Residential, MFD, MXD and Commercial Solid Waste Collected and disposed under the terms of this
2555 Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for
2556 no compensation, and residue disposed under the terms of this Agreement, and (iii) Organic Waste by type,
2557 Collected, purchased, processed, sold, donated or given for no compensation, and residue disposed under
2558 the terms of this Agreement

2559 22.01.3 Other Records. Contractor must maintain all other records reasonably related to
2560 provision of Collection Services, whether or not specified in this Agreement.

2561 22.01.4 Report Format. All reports to be submitted in a format approved by the City,
2562 including electronic data submission in the City's Waste Reporting System and in a format specified by the
2563 City.

2564 22.02 Quarterly Reporting.

2565 22.02.1 General. Quarterly reports must be submitted no later than 5 p.m. PT on the last
2566 day of the month following the end of Quarter in which the receipts are collected and must be provided
2567 electronically using software acceptable to the City. If the last day of the month falls on a day that City is
2568 closed or a holiday, then the report will be due on the next business day. Failure to submit complete
2569 quarterly reporting by the due date will result in penalties as specified in Exhibit 6.

2570 22.02.2 City Reports. Quarterly reports to City must include:

2571 22.02.2.1 Quarterly Payment Reporting. The payment report must include
2572 an accounting of Contractor's Gross Revenues received during the preceding Quarter, and the calculated
2573 Franchise Fee and Marketing and Sales of Recyclable Materials Payment.

2574 22.02.2.2 Franchised Tonnage and Service Data. Contractor must report the
2575 number of unique SFD and MFD accounts serviced, the number of unique Commercial, MXD, and City
2576 accounts serviced, tonnage of Garbage, Recyclable Materials and Organic Waste collected and processed
2577 for diversion broken down by Container type, Residual amounts from Recycling and Organic Waste
2578 Diversion operations that are landfilled. Quantities should be broken down by SFD, MFD, MXD,
2579 Commercial, and City Service Collection Services. MXD properties must have tonnage assigned
2580 appropriately to Residential and Commercial generators.

2581 22.02.2.3 Overweight Vehicle Reporting. The quarterly report must include
2582 a summary total of all instances of overweight Collection Vehicles. This summary must include the number
2583 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads
2584 transported during the reported quarter.

2585 22.02.2.4 Non-Collection. The quarterly report must include a summary of
2586 each Service Unit receiving a Non-Collection Notice in the previous quarter along with a description for the
2587 Non-Collection Notice.

2588 22.02.2.5 On-hold. The quarterly report must include each Service Unit that
2589 was not billed in the previous quarter due to vacation hold, vacancy etc.

2590 22.02.2.6 Collection Overage Charges. The quarterly report must include
2591 each Service Unit incurring a charge for a Solid Waste Overage in the previous quarter.

2592 22.02.2.7 Contamination Reporting. To the extent required by Applicable
2593 Law, the quarterly report must include a summary of all instances of qualifying contamination under the
2594 procedures in Section 5.08. This summary must include the total number of accounts where contamination
2595 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,
2596 a list of accounts where such notices occurred, and the total number of instances where Collection
2597 Container size or Collection frequency was increased specifically due to contamination. Within twenty (20)
2598 Work Days of request by City, Contractor will provide copies of the Contamination Violation Notices and
2599 the digital documentation of contamination.

2600 22.02.2.8 Service Recipient Complaint Log. The quarterly report must
2601 include the Service Recipient call log collected from the previous quarter.

2602 22.03 Annual Reporting.

2603 22.03.1 General. An annual report must be submitted no later than 5 p.m. PT on January
2604 31, 2024 and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that
2605 City is closed, then the report will be due on the next business day. Annual reports must be submitted
2606 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due
2607 date will result in penalties as specified in Exhibit 6. Annual reports to City must include:

2608 22.03.1.1 Financial Statements. Contractor must submit annual financial
2609 statements for the local operation. Statements need not be reviewed or audited statements.

2610 22.03.1.2 Annual Sustainability and Compliance Report. Contractor must
2611 complete and submit data sections within their Sustainability and Compliance Plan to document education
2612 and outreach conducted, public event participation, school visits, compliance notices mailed, site visits,
2613 waste audits completed, information distributed, and media used, and community events hosted. This must
2614 include public education activities undertaken during the year, including distribution of bill inserts, collection
2615 notification tags, community information and events, tours and other activities related to the provision of
2616 Collection Services, and must discuss the impact of these activities on recycling program participation and
2617 include amounts collected from SFD, MFD, MXD, Commercial, and City Service Units. The report should
2618 include a complete list of all non-exempt commercial accounts, which includes each non-exempt account's
2619 status as a "covered generator" under AB 341, AB 1826 and SB 1383, the date and status of Contractor's

2620 outreach efforts at each non-exempt account, and the current level of Recycling and Organics program
2621 participation at each non-exempt account.

2622 22.03.1.3 Summary of Programs. An analysis of any Recycling and Organic
2623 Waste Collection, processing and marketing issues or conditions (such as participation, setouts,
2624 contamination, etc.) and possible solutions, discussed separately for Residential and Commercial
2625 programs.

2626 22.03.1.4 Solid Waste Data. The number of SFD, MFD, MXD, Commercial,
2627 and City Service Units and the number of Collection Containers distributed by size and Service Unit type.

2628 22.03.1.5 Waste Characterization Data. A breakdown of Solid Waste
2629 (Garbage, Recycling, and Organics) by material type as per CalRecycle material classifications.

2630 22.03.1.6 Recycling Data. Gross tons Collected daily on average by material
2631 type by route for SFD, MFD, MXD, Commercial, and City Recycling service, with map of routes. The
2632 average participation rates by quarter relative to the total number of Service Units by Service Unit type.
2633 Indicate, by material type (and grade where appropriate), annual totals of Recyclable Materials processed
2634 including facility name and location, average cost or price received per ton and total recycling cost or
2635 revenue received for the year. Indicate any quantities, by material type, donated or otherwise disbursed
2636 without compensation. Indicate number of Recycling Collection Containers distributed by size and Service
2637 Unit type. Also provide annual totals and location for residue disposed.

2638 22.03.1.7 Organic Waste Data. Include average daily gross tons Collected
2639 by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of
2640 generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate
2641 average daily number of set-outs by route. Indicate average participation rates relative to the total number
2642 of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers
2643 distributed by size and Service Unit type. Indicate, by material type, annual totals of Organic Materials
2644 processed including facility name and location, average cost or price received per ton and total organics
2645 cost or revenue received for the year. Provide totals and location for Residue Disposed. Include the number
2646 of route reviews conducted for prohibited contaminants and the number of Non-Collection Notices issued
2647 to Service Recipients.

2648 22.03.1.8 Customer Service Log. A copy of the customer service log,
2649 including a summary of the type and number of complaints and their resolution. Copies of a written record
2650 of all calls related to missed pickups and responses to such calls.

2651 22.03.1.9 Customer Service Information Sheet. A copy of Contractor's most
2652 recent Customer Service Information Sheet (i.e., customer call center "cheat sheet") for the City of Santa
2653 Clarita, or the equivalent information used by customer service representatives.

2654 22.03.1.10 Overweight Vehicle Data. A summary of all instances of
2655 overweight Collection Vehicles. This summary must also include the number of overweight vehicle

2656 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar
2657 Year.

2658 22.03.1.11 Summary Narrative. A summary narrative of problems
2659 encountered with Collection and processing activities and actions taken. Indicate type and number of Non-
2660 Collection Notices left at Service Recipient locations. Indicate instances of property damage or injury,
2661 significant changes in operation, market factors, publicity conducted, needs for publicity. Include description
2662 of processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

2663 22.03.1.12 Collection Container and Vehicle Inventory. An updated complete
2664 inventory of Collection Containers by type and size, and an updated complete inventory of Collection
2665 Vehicles including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
2666 license plate number, fuel type and vehicle make and model.

2667 22.03.1.13 Diversion Rate. Contractor must provide documentation
2668 acceptable to City in its reasonable judgment stating and supporting the Calendar Year's Franchise
2669 Diversion Rate, as calculated in accordance with the provisions of Article 8. Any tonnages diverted and
2670 disposed from large venues and events during the reporting period will be counted towards the calculated
2671 diversion rate.

2672 22.03.1.14 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor
2673 must report the total number of Commercial and MFD/MXD Service Units serviced and the number of
2674 containers, container sizes and frequency of collection for Garbage, Recyclable Materials and Organic
2675 Waste for each non-exempt Commercial and MFD/MXD Service Unit. Contractor must also provide the
2676 following information separately for both AB 341 and AB 1826:

2677 22.03.1.15 The total number of non-exempt Commercial, MFD, and MXD
2678 Service Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt
2679 Commercial, MFD, and MXD Service Units that are not subscribed to Commercial, MFD, or MXD Recycling
2680 Collection Service or Commercial, MFD, or MXD Organics Collection Service.

2681 22.03.1.16 A summary of the type of follow-up outreach that was provided to
2682 those non-exempt Commercial, MFD, and MXD Service Units that are not subscribed to Commercial, MFD,
2683 or MXD Recycling Collection Service or Commercial, MFD, or MXD Organics Collection Service.

2684 22.03.1.17 Contractor shall provide proof of training records for Service
2685 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize Illicit
2686 Discharges and stormwater pollution sources.

2687 22.04 Diversion Calculation and Data. By 5 p.m. PT on February 14, 2024 and annually thereafter
2688 during the term of this Agreement, Contractor must deliver to City, in the format specified by City, the
2689 Calendar Year's Franchised Diversion Rate, as calculated in accordance with the provisions of Article 8. Any
2690 tonnages Diverted and disposed from large venues and events during the reporting period will be counted
2691 towards the calculated Diversion rate.

2692 22.05 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing
2693 annual reports to CalRecycle (the “Electronic Annual Report” or EAR), including but not limited to supplying
2694 required data for preparation of the reports, and completing all required data input in the Waste Reporting
2695 System.

2696 22.05.1 In the event that CalRecycle requires City to report an Implementation Schedule
2697 to comply with AB 341, AB 1826, SB 1383, SB 1594 and other Applicable Laws, Contractor will provide
2698 assistance to City in preparing a report, including Contractor’s policies and procedures related to
2699 compliance with AB 341, AB 1826, SB 1383, and other Applicable Laws and how Recyclable Materials or
2700 Organic Waste are collected, a description of the geographic area, routes, list of addresses served and a
2701 method for tracking contamination, copies of route audits, copies of notice of contamination, copies of
2702 notices, violations, education and enforcement actions issued, and copies of educational materials, flyers,
2703 brochures, newsletters, website, and social media.

2704 22.06 Waste Characterization Audit. Contractor must conduct statistically-valid waste audits of
2705 Residential and Commercial Service Recipients’ waste once annually, including Recycling, Garbage, and
2706 Organic Waste, and provide characterization data to the City as part of its Annual Report (Section 22.03).
2707 Material types and guidance should follow CalRecycle requirements and/or recommendations.

2708 22.07 Additional Reporting. Contractor must furnish City with any additional reports as may
2709 reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

2710 Article 23. Nondiscrimination

2711 23.01 Nondiscrimination. In the performance of all work and services under this Agreement,
2712 Contractor may not discriminate against any person based on such person’s race, sex, gender, gender
2713 identity, color, national origin, religion, marital status or sexual orientation. Contractor must comply with all
2714 applicable local, State and Federal laws and regulations regarding nondiscrimination, including those
2715 prohibiting discrimination in employment.

2716 Article 24. Service Inquiries and Complaints

2717 24.01 Contractor’s Customer Service. All service inquiries and complaints will be directed to
2718 Contractor. A representative of Contractor must be available to receive the complaints during normal
2719 business hours. Contractor is required to use the City’s Resident Service Center (RSC) or any customer
2720 Relationship Management System put in place by the City in the future for handling of customer complaints
2721 received by the City for hauling, illegal dumping, and any other services under this Agreement. Contractor
2722 must participate in mandatory RSC training before using system and at least annually thereafter. Customer
2723 Service training shall include Service Recipient courtesy, shall prohibit the use of loud or profane language,
2724 and shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure
2725 that all employees present a neat appearance and conduct themselves in a courteous manner. All service
2726 complaints will be handled by Contractor in a prompt and efficient manner. RSC cases must be addressed
2727 and resolved within three (3) Work Days. In the case of a dispute between Contractor and a Service
2728 Recipient, the matter will be reviewed, and a decision made by the Agreement Administrator.

2729 24.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries
2730 and complaints in a manner prescribed by City.

2731 24.01.2 For those complaints related to missed Collections, where Containers are properly
2732 and timely set out, that are received by 12:00 noon on a Work Day, Contractor will return to the Service
2733 Unit address and Collect the missed materials before leaving the Service Area for the day. For those
2734 complaints related to missed Collections that are received after 12:00 noon on a Work Day, Contractor will
2735 have until the end of the following Work Day to resolve the complaint. For those complaints related to repair
2736 or replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

2737 24.01.3 Contractor agrees that it is in the best interest of City that all Garbage, Recyclable
2738 Materials, and Organic Waste be collected on the scheduled Collection day. Accordingly, missed
2739 Collections will normally be Collected as set forth above regardless of the reason that the Collection was
2740 missed. However, in the event a Service Recipient requests missed Collection service more than two (2)
2741 times in any consecutive two (2) month period the Agreement Administrator will work with Contractor to
2742 determine an appropriate resolution to that situation. In the event Contractor believes any complaint to be
2743 without merit, Contractor will notify the Agreement Administrator, by e-mail. The Agreement Administrator
2744 will investigate all disputed complaints and render a decision.

2745 24.01.4 Contractor's service and emergency telephone numbers must be accessible by a
2746 local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area's
2747 telephone directories under Contractor's name in the White Pages and available through an online search
2748 and listed on the Contractor's website.

2749 Article 25. Quality of Performance of Contractor

2750 25.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering
2751 into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient
2752 satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials
2753 Collected are put to the highest and best use to the extent possible.

2754 25.02 Administrative Charges and Penalties. Quality performance by the Contractor is of primary
2755 importance. In respect of this, Contractor agrees to pay City administrative charges and penalties as detailed
2756 in Exhibit 6 should Contractor fail to meet its responsibilities under this Agreement. Should Contractor be in
2757 breach of the requirements set forth in this Agreement, it is mutually understood and agreed that the public
2758 will necessarily suffer damages and that such damages, from the nature of the default in performance will
2759 be extremely difficult and impractical to fix. City finds, and the Contractor agrees, that as of the time of the
2760 execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages
2761 which will be incurred by City as a result of a breach by Contractor of its obligations under this Agreement.
2762 The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact
2763 that: (i) substantial damage results to members of the public who are denied services or denied quality or
2764 reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits
2765 of this Agreement to individual members of the general public for whose benefit this Agreement exists, in
2766 subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary

2767 terms; (iii) services might be available at substantially lower costs than alternative services, and the monetary
2768 loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in
2769 precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies
2770 are, at best, a means of future correction and not remedies which make the public whole for past breaches.

2771 25.03 Procedure for Review of Administrative Charges. The Agreement Administrator may
2772 assess administrative charges and penalties as specified in Exhibit 6 pursuant to this Agreement quarterly.
2773 At the end of each quarter during the term of this Agreement, the Agreement Administrator will issue a written
2774 notice to Contractor (“Notice of Assessment”) of the administrative charges assessed and the basis for each
2775 assessment.

2776 25.03.1 The assessment will become final unless, within ten (10) calendar days of the date
2777 of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to
2778 present evidence that the assessment should not be made.

2779 25.03.2 The Agreement Administrator will schedule a meeting between Contractor and the
2780 City Manager as soon as reasonably possible after timely receipt of Contractor’s request.

2781 25.03.3 The City Manager will review Contractor’s evidence and render a decision
2782 sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written
2783 notice of the decision will be provided to Contractor.

2784 25.03.4 In the event Contractor does not submit a written request for a meeting within ten
2785 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator’s determination
2786 will be final.

2787 25.03.5 City’s assessment or collection of administrative charges will not prevent City from
2788 exercising any other right or remedy, including the right to terminate this Agreement, for Contractor’s failure
2789 to perform the work and services in the manner set forth in this Agreement.

2790 25.04 Uncontrollable Circumstances.

2791 25.04.1 If either party is prevented from or delayed in performing its duties under this
2792 Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation,
2793 acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes,
2794 other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines,
2795 civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor
2796 disturbances, acts of government or governmental restraint or other causes, whether of the kind
2797 enumerated or otherwise, that are not reasonably within the control of the affected party, then the affected
2798 party will be excused from performance hereunder during the period of such disability.

2799 25.04.2 The party claiming excuse from performance must promptly notify the other party
2800 when it learns of the existence of such cause, including the facts constituting such cause, and when such
2801 cause has terminated.

2802 25.04.3 The interruption or discontinuance of services by a party caused by circumstances
2803 outside of its control will not constitute a default under this Agreement.

2804 Article 26. Performance Bond

2805 26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves
2806 this Agreement, Contractor must furnish to City, and keep current, a performance bond, for the faithful
2807 performance of this Agreement and all obligations arising hereunder in an amount as follows:

2808 26.01.1 From July 1, 2023 and so long as this Agreement or any extension thereof remains
2809 in force, Contractor must maintain a performance bond in the amount of two million dollars (\$2,000,000).

2810 26.01.1.1 The performance bond must be executed by a surety company
2811 licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard
2812 and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

2813 26.01.1.2 In the event City draws on the bond, all of City's costs of collection
2814 and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

2815 26.01.1.3 The Performance Bond must be renewed annually for the entire
2816 term of the Agreement and evidence must be provided to City annually.

2817 Article 27. Insurance

2818 27.01 Insurance Policies. Contractor must secure and maintain throughout the term of this
2819 Agreement insurance against claims for injuries to persons or damages to property which may arise from or
2820 in connection with Contractor's performance of work or services under this Contract. Contractor's
2821 performance of work or services includes performance by Contractor's employees, agents, representatives
2822 and subcontractors.

2823 27.02 Minimum Scope of Insurance. Insurance coverage must be at least this broad:

2824 27.02.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive
2825 General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive
2826 General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form
2827 CG 0001), including X, C, U where applicable.

2828 27.02.2 Insurance Services Office Form No. CA 0001 (Ed. 12/93) covering Automobile
2829 Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also
2830 include code 8, "hired autos" and code 9 "non-owned autos".

2831 27.02.3 Workers' Compensation insurance as required by the California Labor Code and
2832 Employers Liability Insurance.

2833 27.02.4 Environmental Pollution Liability Insurance.

2834 27.03 Minimum Limits of Insurance. Contractor must maintain insurance limits no less than:

2835 27.03.1 Comprehensive General Liability: \$3,000,000 combined single limit per occurrence
2836 for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a
2837 general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement
2838 or the general aggregate limit must be \$5,000,000.

2839 27.03.2 Automobile Liability: \$10,000,000 combined single limit per accident for bodily
2840 injury and property damage.

2841 27.03.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as
2842 required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

2843 27.03.4 Environmental Pollution Liability: \$3,000,000 per occurrence and \$5,000,000
2844 aggregate, with five (5) years tail coverage. Coverage shall include bodily injury or property damage arising
2845 out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of
2846 pollutants resulting from Contractor's operations.

2847 27.03.5 If Consultant maintains higher limits than the minimum shown above, the City
2848 requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any
2849 available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be
2850 available to the City.

2851 27.04 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be
2852 declared to City's risk manager. Should City form a reasonable belief that Contractor may be unable to pay
2853 any deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses
2854 and related investigations, claim administration and defense expenses in an amount specified by City's risk
2855 manager.

2856 27.05 Endorsements. The policies are to contain, or be endorsed to contain, the following
2857 provisions:

2858 27.05.1 General Liability, Automobile and Environmental Liability Coverage.

2859 27.05.1.1 City, its officers, employees, agents and contractors are to be
2860 covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of,
2861 Contractor; products and completed operations of Contractor; premises owned, leased or used by
2862 Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage must contain
2863 no special limitations on the scope of protection afforded to City, its officers, employees, agents and
2864 contractors.

2865 27.05.1.2 Contractor's insurance coverage must be primary insurance as
2866 respects City, its officers, employees, agents and contractors. Any insurance, or self-insurance maintained

2867 by City, its officers, employees, agents or contractors will be in excess of Contractor's insurance and will
2868 not contribute with it.

2869 27.05.1.3 Any failure to comply with reporting provisions of the policies will
2870 not affect coverage provided to City, its officers, employees, agents, or contractors.

2871 27.05.1.4 Coverage must State that Contractor's insurance will apply
2872 separately to each insured against whom claim is made or suit is brought, except with respect to the limits
2873 of the insurer's liability.

2874 27.05.2 All Coverage. Each insurance policy required by this Agreement must be endorsed
2875 to State that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event
2876 of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not
2877 order the cancellation of any required insurance policy or change in insurance policy limits without thirty
2878 (30) days prior written notice to City by Contractor.

2879 27.06 Acceptability of Insurers. Insurance is to be placed with insurers having an A.M. Best rating
2880 of A-/VII or better.

2881 27.07 Verification of Coverage. Contractor must furnish City with certificates of insurance and
2882 with original endorsements affecting coverage required by this Agreement. The certificates and endorsement
2883 for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its
2884 behalf. Contractor must furnish City with a new certificate of insurance and endorsements on each renewal
2885 of coverage or change of insurers.

2886 27.07.1 Proof of insurance must be mailed to the following address or any subsequent
2887 address as may be directed by the City:

2888 City of Santa Clarita Neighborhood Services Department
2889 Attn: Environmental Services Manager
2890 23920 Valencia Blvd., Suite 102
2891 Santa Clarita, CA 91355

2892 27.08 Subcontractors. Contractor must include all subcontractors performing services in the City
2893 as insureds under its policies or subcontractors must obtain separate certificates and endorsements.

2894 27.09 Modification of Insurance Requirements. The insurance requirements provided in this
2895 Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor if
2896 City's risk manager determines such modification or waiver is in the best interest of City considering all
2897 relevant factors, including exposure to City.

2898 27.10 Rights of Subrogation. All required insurance policies must preclude any underwriter's
2899 rights of recovery or subrogation against City with respect to matters related to Contractor's performance of
2900 its obligations under this Agreement, with the express intention of the parties being that the required
2901 insurance coverage protects both parties as the primary coverage for any and all losses covered by the

2902 above-described insurance. Contractor must ensure that any companies issuing insurance to cover the
2903 requirements contained in this Agreement agree that they will have no recourse against City for payment or
2904 assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured
2905 Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is
2906 named as an additional insured will not apply to City.

2907 27.11 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as
2908 required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time
2909 City shall have the option, but not the obligation to, at Contractor's sole expense: (i) hire replacement waste
2910 hauler services to perform Contractor's tasks until insurance coverage is resumed; or (ii) obtain replacement
2911 insurance coverage during said cure period. Should Contractor fail to correct this defect, City shall have the
2912 option to terminate this Agreement immediately.

2913 Article 28. Hold Harmless and Indemnification

2914 28.01 Hold Harmless for Consultant's Damages. Contractor holds City, its elected officials,
2915 officers, agents, employees, and volunteers harmless from all of Contractor's claims, demands, lawsuits,
2916 judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's
2917 contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or
2918 liability occur during the work or services required under this Agreement, or performance of any activity or
2919 work required under this Agreement.

2920 28.02 Defense and Indemnity of Third Party Claims/Liability. Contractor shall indemnify, defend
2921 with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers
2922 from and against all liability including, but not limited to, loss, damage, expense, cost (including without
2923 limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature
2924 arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the
2925 performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement,
2926 except such loss or damage which is caused by the active negligence or willful misconduct of City. Should
2927 conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or
2928 should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its
2929 costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs
2930 and fees of litigation. The Contractor shall promptly pay City any final judgment rendered against City (and
2931 its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have
2932 been the result of Contractor's negligent, reckless or wrongful performance. It is expressly understood and
2933 agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of
2934 the State of California and will survive termination of this Agreement.

2935 28.02.1 Contractor's obligations under this Section apply regardless of whether or not such
2936 claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine
2937 or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the
2938 rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold
2939 harmless City for liability attributable to the active negligence of City, provided such active negligence is
2940 determined by agreement between the parties or by findings of a court of competent jurisdiction. In

2941 instances where City is shown to have been actively negligent and where City's active negligence accounts
2942 for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion
2943 or percentage of liability not attributable to the active negligence of City.

2944 28.03 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity,
2945 defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with
2946 City, of any insurance certificates or policies described in Article 27.

2947 28.04 Diversion Indemnification. Subject to the requirements of Public Resources Code section
2948 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees
2949 to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all
2950 attorneys' fees, and to indemnify and hold City Indemnitees harmless from and against all fines or penalties
2951 imposed by the California Integrated Waste Management Board if the diversion goals specified in California
2952 Public Resources Code section 41780, as it may be amended, are not met by City with respect to the
2953 Materials Collected by Contractor and if the lack in meeting such goals are attributable to the failure of
2954 Contractor to implement and operate the recycling or diversion programs or undertake the related activities
2955 required by this Agreement. In the event CalRecycle provides an administrative process to challenge the
2956 imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any
2957 consultants or attorneys necessary to represent City in any challenge. Contractor will be responsible for the
2958 retention of and payment to any consultants engaged to perform waste generation studies (diversion and
2959 disposal). All consultants and attorneys engaged hereunder are subject to the agreement of City and
2960 Contractor.

2961 28.05 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with
2962 counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any
2963 and all Claims of any kind whatsoever paid, suffered or incurred by or against the City Indemnitees resulting
2964 from any repair, cleanup, removal action or response action undertaken pursuant to CERCLA, the Health &
2965 Safety Code or other similar Federal, State or local law or regulation, with respect to Solid Waste or
2966 Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended
2967 to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health &
2968 Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability
2969 under CERCLA, the Health & Safety Code or other similar Federal, State or local law or regulation.

2970 28.06 Proposition 218 Release. City intends to comply with all applicable laws concerning the
2971 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a
2972 good faith determination that the Maximum Service Rates for the Solid Waste Collection Services provided
2973 under this Agreement are not subject to California Constitution Articles XIIC and XIID because, among
2974 other reasons, such services are provided by a private corporation and not by City pursuant to Article 5,
2975 Contractor independently establishes the rates for services within the limits established in this Agreement,
2976 the receipt of services is voluntary and not required of any property within City, and any owner or Service
2977 Recipient of property within City has the opportunity to avoid the services available under this Agreement
2978 either through self-hauling or use of property in such a manner that Solid Waste is not generated.
2979 Accordingly, Contractor agrees to hold harmless and release the City Indemnitees from and against any and
2980 all claims Contractor may have against the City Indemnitees resulting in any form from the Maximum Service

2981 Rates provided for under this Agreement or in connection with the application of California Constitution
2982 Article XIII C and Article XIII D to the imposition, payment or collection of the rates under this Agreement. This
2983 Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration
2984 or termination of this Agreement.

2985 28.07 Consideration. It is specifically understood and agreed that the consideration inuring to
2986 Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and
2987 responsibilities contained in this Agreement.

2988 28.08 Obligation. This Agreement obligates Contractor to comply with the foregoing
2989 indemnification and release provisions; however, the collateral obligation of providing insurance must also
2990 be complied with as set forth in this Agreement. The provision of insurance and the coverage limits therein
2991 shall not in any way be a limitation on Contractor's indemnification and defense obligations.

2992 28.09 Subcontractors. Contractor must require all subcontractors performing work in the City to
2993 enter into a contract containing the provisions set forth in Section 27.01 in which contract the subcontractor
2994 fully indemnifies City in accordance with this Agreement.

2995 28.10 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
2996 indemnify, hold harmless and defend City, its officers and employees will not extend to any loss, liability,
2997 penalty, damage, action or suit arising or resulting solely from acts or omissions constituting active
2998 negligence, willful misconduct, breach of this Agreement, or violation of law on the part of City, its officers or
2999 employees.

3000 28.11 Damage by Contractor. If Contractor's employees or subcontractors cause any injury,
3001 damage or loss to City property, including but not limited to City streets or curbs, excluding normal wear and
3002 tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage or loss.
3003 Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such
3004 injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at
3005 Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent
3006 or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at
3007 Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property
3008 owners as to damage to private property are civil matters and complaints of damage will be referred to
3009 Contractor as a matter within its sole responsibility and as a matter within the scope of Section 27.01
3010 [Indemnification].

3011 **Article 29. Default of Agreement**

3012 29.01 Termination. City may cancel this Agreement, except as otherwise provided below in this
3013 Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in
3014 this Agreement, upon the happening of any one of the following events:

3015 29.01.1 Contractor takes the benefit of any present or future insolvency statute, or makes
3016 a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a

3017 petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness
3018 under the Federal bankruptcy laws or under any other law or statute of the United States or any State
3019 thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its
3020 property; or

3021 29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
3022 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its
3023 reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law
3024 or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed
3025 or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become
3026 null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default
3027 will be deemed immediate; or

3028 29.01.3 By, or pursuant to, or under the authority of any legislative act, resolution or rule
3029 or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver,
3030 trustee or liquidator takes possession or control of all or substantially all of the property of Contractor, and
3031 such possession or control continues in effect for a period of sixty (60) calendar days; or

3032 29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
3033 administrative charges or other monies due City and such default is not cured within thirty (30) calendar
3034 days of receipt of written notice by City to do so; or

3035 29.01.5 Contractor has defaulted by allowing any final judgment for the payment of money
3036 owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of
3037 receipt of written notice by City to do so; or

3038 29.01.6 In the event that the monies due City under Section 29.01.3 above or an unsatisfied
3039 final judgment under Section 29.01.4 above is the subject of a judicial proceeding, Contractor will not be in
3040 default if the sum of money is bonded. All bonds must be in the form acceptable to the City Attorney; or

3041 29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
3042 terms, conditions or covenants in this Agreement, including, but not limited to, the maintenance of a
3043 performance bond in accordance with Article 26, or any of the rules and regulations promulgated by City
3044 pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Agreement
3045 Administrator relative thereto and such default is not cured within thirty (30) calendar days of receipt of
3046 written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied
3047 within thirty (30) calendar days following receipt by Contractor of written demand from City to do so,
3048 Contractor fails to commence the remedy of such default within such thirty (30) calendar days following
3049 such written notice or having so commenced fails thereafter to continue with diligence the curing thereof
3050 (with Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty
3051 (30) calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be
3052 cured within a reasonable period of time). However, notwithstanding anything contained herein to the
3053 contrary, for the failure of Contractor to provide Collection Services for a period of three (3) consecutive
3054 Work Days, City may secure Contractor's records on the fourth (4th) Work Day in order to provide interim

3055 Collection services until such time as the matter is resolved and Contractor is again able to perform pursuant
3056 to this Agreement; provided, however, if Contractor is unable for any reason or cause to resume
3057 performance at the end of thirty (30) calendar days all liability of City under this Agreement to Contractor
3058 will cease and this Agreement may be terminated by City.

3059 29.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of
3060 termination of this Agreement under this Article, in the event that Contractor's record of performance shows
3061 that Contractor has defaulted in the performance of any of the covenants and conditions required herein to
3062 be kept and performed by Contractor three (3) or more times in any twenty-four (24) month period, and
3063 regardless of whether the Contractor has corrected each individual condition of default, Contractor will be
3064 deemed a "habitual violator", will be deemed to have waived the right to any further notice or grace period
3065 to correct, and all such defaults will be considered cumulative and collectively will constitute a condition of
3066 irredeemable default. City will thereupon issue Contractor a final warning citing the circumstances therefore,
3067 and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of such
3068 cumulative defaults, will be grounds for immediate termination of the Agreement. In the event of any such
3069 subsequent default, City may terminate this Agreement upon giving of written final notice to Contractor, such
3070 cancellation to be effective upon the date specified in City's written notice to Contractor, and all contractual
3071 fees due hereunder plus any and all charges and interest will be payable to such date, and Contractor will
3072 have no further rights hereunder. Immediately upon the specified date in such final notice Contractor must
3073 cease any further performance under this Agreement.

3074 29.03 Effective Date. In the event of any the events specified above, and except as otherwise
3075 provided in such subsections, termination will be effective upon the date specified in City's written notice to
3076 Contractor and upon such date this Agreement will be deemed immediately terminated and upon such
3077 termination, except for payment of services rendered up to and including the date of termination, all liability
3078 of City under this Agreement to Contractor will cease, and City will have the right to call the performance
3079 bond and will be free to negotiate with other contractors for the operation of interim and long-term Collection
3080 Services. Contractor must reimburse City for all direct and indirect costs of providing any interim Collection
3081 Services as a result of Contractor's default in this Agreement.

3082 29.04 Termination Cumulative. City's right to terminate this Agreement is cumulative to any other
3083 rights and remedies provided by law or by this Agreement.

3084 29.05 Alternative Service. Should Contractor, for any reason, except the occurrence or existence
3085 of any of the events or conditions set forth in Section 25.04 [Uncontrollable Circumstances], refuse or be
3086 unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste
3087 which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City
3088 to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of
3089 the City Manager's discretion, should find that such accumulation endangers or menaces the public health,
3090 safety or welfare, then City will have the right to Agreement with another Solid Waste enterprise to Collect
3091 any or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide
3092 twenty-four (24) hours prior written notice to Contractor during the period of such event, before contracting
3093 with another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise collect
3094 pursuant to this Agreement for the duration of period during which Contractor is unable to provide such

3171 33.02 Personnel Requirements. Contractor shall assign only qualified personnel to perform all
3172 services required under this Agreement, and shall be responsible for ensuring its employees comply with
3173 this Agreement and all Applicable Laws related to their employment and position. Contractor's employees,
3174 officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as
3175 being employees or officials of City. City may request the transfer of any employee of Contractor who
3176 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the
3177 performance of their duties under this Agreement.

3178 33.03 Agreement Manager. Contractor shall designate a qualified employee to serve as its
3179 Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior
3180 to the Commencement Date of this Agreement and annually by January 1st of each subsequent Calendar
3181 Year of this Agreement and any other time the person in that position changes. The Agreement Manager
3182 must be available to the City through the use of telecommunications equipment at all times that Contractor
3183 is providing Collection Services in the Service Area. The Contract Manager must provide City with an
3184 emergency phone number where the Contract Manager can be reached outside of normal business hours.

3185 33.04 Service Supervisor. Contractor shall assign a qualified employee to serve as is Service
3186 Supervisor to be in charge of the Collection Service within the Service Area and must provide the name of
3187 that person in writing to the Agreement Administrator on or before the Commencement Date, and thereafter
3188 annually before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor
3189 changes the employee serving in that position changes. The Service Supervisor must be physically located
3190 in the Service Area and available to the Agreement Administrator through the use of telecommunication
3191 equipment at all times that Contractor is providing Collection Services. In the event the Service Supervisor
3192 is unavailable due to illness or vacation, Contractor must designate an substitute acceptable to the City who
3193 shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

3194 33.05 Key Operations Staff. Contractor shall provide a full-time Key Operations Staff consisting
3195 at a minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical
3196 Supervisor; and one (1) Service Recipient Service Supervisor 100% dedicated to the City. Each Key
3197 Operations Staff will provide the following to City Staff: email address, phone number, cell phone number
3198 and office address.

3199 33.06 Sustainability/Compliance Staff. In accordance with Section 20.01, Contractor shall provide
3200 full time Sustainability/Compliance Staff, whose primary duties are dedicated to the City.

3201 33.07 Field Personnel. Contractor's field operations personnel are required to wear a clean
3202 uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with
3203 the public, including drivers, must bear some means of individual photographic identification such as a name
3204 tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's
3205 license and all other required licenses for the type of vehicle that is being operated.

3206 33.08 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of
3207 the California Labor Code that require every employer to be insured against liability for Workers'
3208 Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the

3245 subcontractor agrees that Contractor and subcontractor are independent contractors and have no other
3246 agency relationship with City.

3247 **Article 36. Laws to Govern**

3248 36.01 The law of the State of California governs the rights, obligations, duties and liabilities of
3249 City and Contractor under this Agreement and govern the interpretation of this Agreement.

3250 **Article 37. Consent to Jurisdiction**

3251 37.01 The parties agree that any litigation between City and Contractor concerning or arising out
3252 of this Contract must be filed and maintained exclusively in the Superior Courts of Los Angeles County, State
3253 of California, or in the United States District Court for the Central District of California to the fullest extent
3254 permissible by law. Each party consents to service of process in any manner authorized by California law.

3255 **Article 38. Assignment**

3256 38.01 No assignment of this Agreement or any right occurring under this Agreement may be
3257 made in whole or in part by Contractor without the express prior written consent of the City. City will have
3258 full discretion to approve or deny, with or without cause, any proposed or actual assignment by the
3259 Contractor. Any assignment of this Agreement made by Contractor without the express written consent of
3260 the City will be null and void and will be grounds for City to declare a default of this Agreement and
3261 immediately terminate this Agreement by giving written notice to Contractor, and upon the date of such
3262 notice Contract will be deemed immediately terminated, and upon such termination all liability of City under
3263 this Contract to Contractor will cease, and City will have the right to call the performance bond and will be
3264 free to negotiate with other contractors, for the services that are the subject of this Agreement. In the event
3265 of any assignment approved by City, the assignee must fully assume all the liabilities of Contractor by way
3266 of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of
3267 Contractor may be undertaken upon notice to City, but without the requirement for its approval. For purposes
3268 of this provision, "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled
3269 by, or is under common control with Contractor.

3270 38.02 The use of a subcontractor to perform services under this Contract will not constitute
3271 delegation of Contractor's duties provided that Contractor has received prior written authorization from the
3272 Agreement Administrator to subcontract such services and the Agreement Administrator has approved a
3273 subcontractor who will perform such services. Contractor will be responsible for directing the work of
3274 Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor will be the
3275 sole responsibility of Contractor. The Agreement Administrator will have the right to require the removal of
3276 any approved subcontractor for reasonable cause.

3277 **Article 39. Compliance with Laws**

3278 39.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws,
3279 including, without limitation, the Santa Clarita Municipal Code.

Article 47. Contractor's Records

3348

3349 47.01 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and
3350 accurate financial and accounting records, pertaining to cash, billing and disposal transactions for the
3351 franchise area, prepared on an accrual basis in accordance with generally accepted accounting principles.
3352 These records and reports are necessary for the City to properly administer and monitor the Agreement and
3353 to assist the City in meeting the requirements of the Act. The Contractor shall keep and preserve, during the
3354 Term of this Agreement, and for a period of not less than four (4) years following expiration or other
3355 termination hereof or for any longer period required by law, full, complete and accurate records as indicated
3356 in the Agreement.

3357 47.02 Any records or documents required to be maintained pursuant to this Agreement must be
3358 made available for inspection or audit for the purposes set forth in Section 17.02.3, at any time during regular
3359 business hours, upon written request by the Agreement Administrator, the City Attorney, City Auditor, City
3360 Manager, or a designated representative of any of these officers. Copies of such documents will be provided
3361 to City electronically, available to City for inspection at the local Contractor office, or an alternate site if
3362 mutually agreed upon.

3363 47.02.1 Contractor acknowledges that City is legally obligated to comply with the California
3364 Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or
3365 information contained therein, ("Records") which Contractor is required to provide to City under this
3366 Agreement, to be of a proprietary or confidential nature. In such instances, Contractor will inform City in
3367 writing of which records are considered propriety or confidential and shall identify the statutory exceptions
3368 to disclosure provided under the CPRA that legally permit non-disclosure of the Records. At such time as
3369 City receives a request for records under the CPRA or Federal Freedom of Information Act ("FOIA") or a
3370 subpoena or other court order requesting disclosure of the Records, City will notify Contractor of the
3371 request, subpoena or order and of City's obligation and intent to provide a response within ten (10) calendar
3372 days. Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure of the
3373 Records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent
3374 jurisdiction staying or enjoining the disclosure of the Records. If Contractor fails to timely respond, then City
3375 may proceed to disclosure the Records in which event Contractor agrees waives and releases City of any
3376 liability for the disclosure of the Records. In the event Contractor seeks a court order to stay or enjoining the
3377 disclosure of the Records, Contractor agrees to indemnify and hold harmless the City, its Council, elected
3378 and appointed board or commission members, officers, employees, volunteers and agents (collectively,
3379 "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action,
3380 proceeding or suit in law or equity of any and every kind and description, whether judicial, quasi-judicial or
3381 administrative in nature, arising or resulting from or in any way connected with the subject CPRA or FOIA
3382 request for the Records. This Indemnity shall survive the expiration or termination of this Agreement.

3383 47.03 Where City has reason to believe that such records or documents may be lost or discarded
3384 in the event of the dissolution, disbandment or termination of Contractor's business, City may, by written
3385 request or demand of any of the above-named officers, require that custody of the records be given to City
3386 and that the records and documents be maintained in City Hall. Access to such records and documents will

3387 be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-
3388 in-interest.

3389 Article 48. Entire Agreement

3390 48.01 This Agreement and the attached Exhibits constitute the entire Agreement and
3391 understanding between the parties, and the Agreement will not be considered modified, altered, changed or
3392 amended in any respect unless in writing and signed by the parties.

3393 Article 49. Severability

3394 49.01 If any provision of this Agreement or the application of it to any person or situation is to any
3395 extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions
3396 to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
3397 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

3398 Article 50. Right to Require Performance

3399 50.01 The failure of City at any time to require performance by Contractor of any provision of this
3400 Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any
3401 breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such
3402 provision or as a waiver of any provision itself.

3403 Article 51. All Prior Agreements Superseded

3404 51.01 This Agreement incorporates and includes all prior negotiations, correspondence,
3405 conversations, agreements and understandings applicable to the matters contained in this Agreement and
3406 the parties agree that there are no commitments, agreements or understandings concerning the subject
3407 matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation
3408 from the terms of this Agreement will be predicated upon any prior representations or agreements, whether
3409 oral or written.

3410 Article 52. Headings

3411 52.01 Headings in this document are for convenience of reference only and are not to be
3412 considered in any interpretation of this Agreement.

3413 Article 53. Exhibits

3414 53.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each
3415 such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any
3416 conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

3417

Article 54. Attorney's Fees

3418 54.01 In the event that litigation is brought by a party in connection with this Agreement, the
3419 prevailing party will be entitled to recover from the opposing party all costs and expenses, including
3420 reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies
3421 under this Agreement or the enforcement of any of the terms, conditions, or provisions of this Agreement.

3422

Article 55. Effective Date

3423 55.01 This Agreement will become effective when it is properly executed by City and Contractor
3424 and Contractor will begin Collection Services under this Agreement as of July 1, 2023.

3425

3426 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective
3427 date(s) below each signature.

3428 CITY OF SANTA CLARITA

BURRTEC WASTE INDUSTRIES INC.

3429 A General Law City

3430 By: _____

By: _____

3431

Cole Burr

3432

3433 Title: _____

By: _____

3434

President

3435

3436 ATTEST: _____

By: _____

3437 City Clerk

Tracy Burr

3438 APPROVED AS TO FORM

3439 City Attorney

3440

Secretary

3441 By: _____

3442

3443
3444

Exhibit 1
City Approved Service Rates

Single-Family Dwelling Maximum Service Rates

Rate Schedule Effective 7/1/2023

Service Descriptions	Billing Frequency	Proposed Bundled Rate
Standard Single-Family Automated Cart Service <i>(96-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organic Waste)</i>	per month	\$28.92
64-Gallon Single-Family Automated Cart Service <i>(64-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organic Waste)</i>	per month	\$26.19
32-Gallon Single-Family Automated Cart Service <i>(32-Gallon Trash, 96-Gallon Recycling, 96-Gallon Organic Waste)</i>	per month	\$24.67
Additional Trash Cart	each cart	\$6.12
Restart of Service (Auto-Resume Fee)	per occurrence	\$22.00
Cart Delivery	per occurrence	N/C
Cart Removal	per occurrence	N/C
Cart Exchange	per occurrence	\$18.16
Residential Cart Replacement Fee	per occurrence	\$78.24
Senior / Low Income Discount (Proposer to provide discount percentage amount)	N/A	20.00%
Additional Recycling Cart	per month	\$3.38
Additional Organics Cart	per month	\$8.59
Organics Contamination Fee	per month	\$64.14

3445
3446

Multi-Family Dwelling Maximum Service Rates

MFD: Multi-Family Dwelling with Individual Cart Service

Rate Schedule Effective 7/1/2023

NOTE:
 All Multi-Family Dwelling Trash Rates include the equivalent of one 96-Gallon recycling cart and one 32-Gallon Organic Waste cart per unit in the MFD complex as part of the Bundled Trash rates. Any increased or additional collection service request for Recycling/Organic Waste/Green Waste/Food Waste will be offset by the included bundled cost of Recycling/Organic Waste/Green Waste/Food Waste.

Service	Billing Frequency	Collection Frequency					
		1/week	2/week	3/week	4/week	5/week	6/week
Multi-Family Trash (Note: includes 96-Gallon Recycling and 32-Gallon Organic Waste)							
64-Gallon Cart	per month	\$ 42.19	\$ 82.66	\$ 123.12	\$ 163.24	\$ 203.34	\$ 243.47
96-Gallon Cart	per month	\$ 48.34	\$ 94.98	\$ 141.61	\$ 187.89	\$ 234.17	\$ 280.46
1 / 1.5 CY Bin	per month	\$ 116.80	\$ 230.28	\$ 343.80	\$ 456.62	\$ 569.46	\$ 682.30
2 CY Bin	per month	\$ 137.32	\$ 271.37	\$ 405.42	\$ 538.78	\$ 672.16	\$ 805.54
3 CY Bin	per month	\$ 179.07	\$ 354.20	\$ 529.30	\$ 703.64	\$ 877.97	\$ 1,052.32
4 CY Bin	per month	\$ 229.71	\$ 454.71	\$ 679.68	\$ 903.72	\$ 1,127.78	\$ 1,351.80
6 CY Bin	per month	\$ 323.66	\$ 641.26	\$ 958.86	\$ 1,275.26	\$ 1,591.64	\$ 1,908.03
2 CY Compactor	per month	\$ 184.37	\$ 364.94	\$ 545.53	\$ 725.33	\$ 905.16	\$ 1,084.98
3 CY Compactor	per month	\$ 245.58	\$ 486.63	\$ 727.64	\$ 967.80	\$ 1,207.92	\$ 1,448.08
6 CY Compactor	per month	\$ 437.96	\$ 870.51	\$ 1,303.02	\$ 1,734.46	\$ 2,165.91	\$ 2,597.33
Multi-Family Dwelling Recycling Only							
64-Gallon Cart	per month	\$ 30.32	\$ 53.84	\$ 63.58	\$ 81.39	\$ 99.20	\$ 116.99
96-Gallon Cart	per month	\$ 32.52	\$ 58.14	\$ 69.99	\$ 89.88	\$ 109.78	\$ 129.68
1 / 1.5 CY Bin	per month	\$ 89.63	\$ 147.67	\$ 203.29	\$ 254.41	\$ 301.48	\$ 344.91
2 CY Bin	per month	\$ 97.98	\$ 159.51	\$ 218.71	\$ 275.59	\$ 330.38	\$ 383.12
3 CY Bin	per month	\$ 113.11	\$ 181.69	\$ 247.91	\$ 311.88	\$ 373.67	\$ 433.44
4 CY Bin	per month	\$ 128.23	\$ 203.83	\$ 277.11	\$ 367.88	\$ 416.93	\$ 483.80
6 CY Bin	per month	\$ 186.84	\$ 311.80	\$ 436.69	\$ 561.61	\$ 686.51	\$ 811.41
2 CY Compactor	per month	\$ 122.94	\$ 224.74	\$ 284.38	\$ 368.68	\$ 452.97	\$ 537.28
3 CY Compactor	per month	\$ 155.76	\$ 271.97	\$ 388.18	\$ 504.39	\$ 620.59	\$ 736.82
6 CY Compactor	per month	\$ 293.08	\$ 514.96	\$ 736.79	\$ 958.66	\$ 1,180.49	\$ 1,402.32
Multi-Family Organic Waste Only (Green Waste and Food Waste)							
64-Gallon Cart	per month	\$ 86.44	\$ 160.06	\$ 229.54	\$ 299.43	\$ 377.20	\$ 438.58
96-Gallon Cart	per month	\$ 110.99	\$ 209.03	\$ 302.97	\$ 397.30	\$ 499.52	\$ 585.34
1 / 1.5 CY Bin	per month	\$ 228.89	\$ 404.76	\$ 569.89	\$ 733.66	\$ 895.82	\$ 1,058.33
2 CY Bin	per month	\$ 285.63	\$ 522.77	\$ 744.28	\$ 967.20	\$ 1,220.04	\$ 1,410.82
3 CY Bin	per month	\$ 377.29	\$ 701.40	\$ 1,008.39	\$ 1,316.92	\$ 1,658.26	\$ 1,931.54
4 CY Bin	per month	\$ 468.93	\$ 880.02	\$ 1,272.49	\$ 1,666.64	\$ 2,096.47	\$ 2,452.28
6 CY Bin	per month	\$ 669.26	\$ 1,264.81	\$ 1,836.63	\$ 2,410.60	\$ 3,030.03	\$ 3,555.13
Multi-Family Dwelling Green Waste Only (if applicable)							
64-Gallon Cart	per month	\$ 32.78	\$ 56.41	\$ 79.32	\$ 100.93	\$ 121.37	\$ 140.77
96-Gallon Cart	per month	\$ 37.33	\$ 65.51	\$ 92.97	\$ 119.13	\$ 144.12	\$ 168.07
1 / 1.5 CY Bin	per month	\$ 94.63	\$ 161.79	\$ 226.84	\$ 287.99	\$ 345.60	\$ 400.06
2 CY Bin	per month	\$ 107.44	\$ 184.64	\$ 258.33	\$ 329.10	\$ 397.14	\$ 462.74
3 CY Bin	per month	\$ 131.73	\$ 224.74	\$ 315.71	\$ 404.70	\$ 491.81	\$ 577.17
4 CY Bin	per month	\$ 156.01	\$ 266.27	\$ 374.47	\$ 497.91	\$ 585.08	\$ 687.72
6 CY Bin	per month	\$ 214.36	\$ 356.32	\$ 499.02	\$ 639.82	\$ 778.64	\$ 915.78
Multi-Family Dwelling Food Waste Only (if applicable)							
64-Gallon Cart	per month	\$ 87.07	\$ 161.31	\$ 231.42	\$ 301.93	\$ 380.33	\$ 442.33
96-Gallon Cart	per month	\$ 111.90	\$ 210.87	\$ 305.71	\$ 400.96	\$ 504.10	\$ 590.83
1 / 1.5 CY Bin	per month	\$ 230.30	\$ 407.58	\$ 574.11	\$ 739.29	\$ 902.87	\$ 1,066.79
2 CY Bin	per month	\$ 287.51	\$ 526.52	\$ 749.91	\$ 974.71	\$ 1,229.43	\$ 1,422.09

Service Descriptions	Billing Frequency	Proposed Rate
MFD Additional / Other Services		
Organics Contamination Fee	per occurrence	\$78.01

Commercial Maximum Service Rates

Rate Schedule Effective 7/1/2023

NOTE:
 All Commercial Trash Rates include the equivalent of one 96-Gallon recycling cart and one 32-Gallon Organic Waste cart per unit as part of the Bundled Trash rates. Any increased or additional collection service request for Recycling/Organic Waste/Green Waste/Food Waste will be offset by the included bundled cost of Recycling/Organic Waste/Green Waste/Food Waste.

Service	Billing Frequency	Collection Frequency					
		1/week	2/week	3/week	4/week	5/week	6/week
Commercial Trash (Note: includes 96-Gallon Recycling and 32-Gallon Organic Waste)							
64-Gallon Cart	per month	\$ 42.19	\$ 82.66	\$ 123.12	\$ 163.24	\$ 203.34	\$ 243.47
96-Gallon Cart	per month	\$ 48.34	\$ 94.98	\$ 141.61	\$ 187.89	\$ 234.17	\$ 280.46
1 / 1.5 CY Bin	per month	\$ 116.80	\$ 230.28	\$ 343.80	\$ 456.62	\$ 569.46	\$ 682.30
2 CY Bin	per month	\$ 137.32	\$ 271.37	\$ 405.42	\$ 538.78	\$ 672.16	\$ 805.54
3 CY Bin	per month	\$ 179.07	\$ 354.20	\$ 529.30	\$ 703.64	\$ 877.97	\$ 1,052.32
4 CY Bin	per month	\$ 229.71	\$ 454.71	\$ 679.68	\$ 903.72	\$ 1,127.78	\$ 1,351.80
6 CY Bin	per month	\$ 323.66	\$ 641.26	\$ 958.86	\$ 1,275.26	\$ 1,591.64	\$ 1,908.03
2 CY Compactor	per month	\$ 184.37	\$ 364.94	\$ 545.53	\$ 725.33	\$ 905.16	\$ 1,084.98
3 CY Compactor	per month	\$ 245.58	\$ 486.63	\$ 727.64	\$ 967.80	\$ 1,207.92	\$ 1,448.08
6 CY Compactor	per month	\$ 437.96	\$ 870.51	\$ 1,303.02	\$ 1,734.46	\$ 2,165.91	\$ 2,597.33
Commercial Recycling Only							
64-Gallon Cart	per month	\$ 30.32	\$ 53.84	\$ 63.58	\$ 81.39	\$ 99.20	\$ 116.99
96-Gallon Cart	per month	\$ 32.52	\$ 58.14	\$ 69.99	\$ 89.88	\$ 109.78	\$ 129.68
1 / 1.5 CY Bin	per month	\$ 89.63	\$ 147.67	\$ 203.29	\$ 254.41	\$ 301.48	\$ 344.91
2 CY Bin	per month	\$ 97.98	\$ 159.51	\$ 218.71	\$ 275.59	\$ 330.38	\$ 383.12
3 CY Bin	per month	\$ 113.11	\$ 181.69	\$ 247.91	\$ 311.88	\$ 373.67	\$ 433.44
4 CY Bin	per month	\$ 128.23	\$ 203.83	\$ 277.11	\$ 367.88	\$ 416.93	\$ 483.80
6 CY Bin	per month	\$ 186.84	\$ 311.80	\$ 436.69	\$ 561.61	\$ 686.51	\$ 811.41
2 CY Compactor	per month	\$ 122.94	\$ 224.74	\$ 284.38	\$ 368.68	\$ 452.97	\$ 537.28
3 CY Compactor	per month	\$ 155.76	\$ 271.97	\$ 388.18	\$ 504.39	\$ 620.59	\$ 736.82
6 CY Compactor	per month	\$ 293.08	\$ 514.96	\$ 736.79	\$ 958.66	\$ 1,180.49	\$ 1,402.32
Commercial Organic Waste Only (Green Waste and Food Waste)							
64-Gallon Cart	per month	\$ 86.44	\$ 160.06	\$ 229.54	\$ 299.43	\$ 377.20	\$ 438.58
96-Gallon Cart	per month	\$ 110.99	\$ 209.03	\$ 302.97	\$ 397.30	\$ 499.52	\$ 585.34
1 / 1.5 CY Bin	per month	\$ 228.89	\$ 404.76	\$ 569.89	\$ 733.66	\$ 895.82	\$ 1,058.33
2 CY Bin	per month	\$ 285.63	\$ 522.77	\$ 744.28	\$ 967.20	\$ 1,220.04	\$ 1,410.82
3 CY Bin	per month	\$ 377.29	\$ 701.40	\$ 1,008.39	\$ 1,316.92	\$ 1,658.26	\$ 1,931.54
4 CY Bin	per month	\$ 468.93	\$ 880.02	\$ 1,272.49	\$ 1,666.64	\$ 2,096.47	\$ 2,452.28
6 CY Bin	per month	\$ 669.26	\$ 1,264.81	\$ 1,836.63	\$ 2,410.60	\$ 3,030.03	\$ 3,555.13
Commercial Green Waste Only (if applicable)							
64-Gallon Cart	per month	\$ 32.78	\$ 56.41	\$ 79.32	\$ 100.93	\$ 121.37	\$ 140.77
96-Gallon Cart	per month	\$ 37.33	\$ 65.51	\$ 92.97	\$ 119.13	\$ 144.12	\$ 168.07
1 / 1.5 CY Bin	per month	\$ 94.63	\$ 161.79	\$ 226.84	\$ 287.99	\$ 345.60	\$ 400.06
2 CY Bin	per month	\$ 107.44	\$ 184.64	\$ 258.33	\$ 329.10	\$ 397.14	\$ 462.74
3 CY Bin	per month	\$ 131.73	\$ 224.74	\$ 315.71	\$ 404.70	\$ 491.81	\$ 577.17
4 CY Bin	per month	\$ 156.01	\$ 266.27	\$ 374.47	\$ 497.91	\$ 585.08	\$ 687.72
6 CY Bin	per month	\$ 214.36	\$ 356.32	\$ 499.02	\$ 639.82	\$ 778.64	\$ 915.78
Commercial Food Waste Only (if applicable)							
64-Gallon Cart	per month	\$ 87.07	\$ 161.31	\$ 231.42	\$ 301.93	\$ 380.33	\$ 442.33
96-Gallon Cart	per month	\$ 111.90	\$ 210.87	\$ 305.71	\$ 400.96	\$ 504.10	\$ 590.83
1 / 1.5 CY Bin	per month	\$ 230.30	\$ 407.58	\$ 574.11	\$ 739.29	\$ 902.87	\$ 1,066.79
2 CY Bin	per month	\$ 287.51	\$ 526.52	\$ 749.91	\$ 974.71	\$ 1,229.43	\$ 1,422.09

Service Descriptions	Billing Frequency	Proposed Rate
Commercial Additional / Other Services		
Organics Contamination Fee	per occurrence	\$78.01

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Additional Services Maximum Service Rates

Rate Schedule Effective 7/1/2023

Service Descriptions	Billing Frequency	Proposed Rate
Other Services		
Locking Bin, Lock on Gate, enclosure Monthly Fee	per lock per month	\$8.07
Trip Charge/Dry Run	per occurrence	\$89.99
Restart of Service (auto resume fee)	per occurrence	\$22.00
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	per occurrence	\$106.59
Stinger / Scout Service fee	per bin per service	\$47.99
Recycling Contamination Fee	per occurrence	\$68.33
Overage Fee	per occurrence	\$68.33
Commercial Manure Collection (64 gallon Cart)	Per month	\$57.56
Commercial Manure Collection (2 CY Bin)	Per month	\$198.97
Emergency Services (Section 20.01)	per hour	\$261.93
Service Descriptions	Billing Frequency	Proposed Rate
Push Rate		
Push Rate 25 feet		
1 pickup per week	per month	\$43.67
2 pickup per week	per month	\$87.33
3 pickup per week	per month	\$131.00
4 pickup per week	per month	\$174.66
5 pickup per week	per month	\$218.33
6 pickup per week	per month	\$261.99
Push Rate 50 feet		
1 pickup per week	per month	\$65.50
2 pickup per week	per month	\$131.00
3 pickup per week	per month	\$196.49
4 pickup per week	per month	\$261.99
5 pickup per week	per month	\$327.49
6 pickup per week	per month	\$392.99
Push Rate 75 feet		
1 pickup per week	per month	\$98.24
2 pickup per week	per month	\$196.48
3 pickup per week	per month	\$294.71
4 pickup per week	per month	\$392.95
5 pickup per week	per month	\$491.19
6 pickup per week	per month	\$589.43
Push Rate 100 feet		
1 pickup per week	per month	\$147.35
2 pickup per week	per month	\$294.70
3 pickup per week	per month	\$442.04
4 pickup per week	per month	\$589.39
5 pickup per week	per month	\$736.74
6 pickup per week	per month	\$884.09

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Exhibit 2

City Sponsored Events

3453 Contractor shall provide service at no additional charge to the following City events. The City shall have the
3454 option to add additional or alternative events by written notice to the Contractor.

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3456 • Earth Arbor Day/Neighborhood Clean Up

3457 • Cowboy Poetry Festival

3458 • Concerts in the Park

3459 • Senses Block Party x6

3460 • River Rally

3461 • Marathon

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Exhibit 3
List of City Properties and Current Service Levels

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.

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, including to new Service Units that are added to Contractor's Service Area during the term of this Agreement. 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.

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Exhibit 5 Transition Plan

3475 Burrtec has extensive experience in new program roll-outs ensuring success for the City of Santa
3476 Clarita franchise implementation. Transition experience includes various conversions and
3477 implementations of residential and commercial program including regulatory compliance, information
3478 materials development, container delivery and removal, mailings, advertisements, routing, billings,
3479 audits, and ongoing education.

3480
3481 After Contract Execution and prior to the Contact Start Date, Burrtec will provide the City of Santa
3482 Clarita an update to the Start-Up Transition Roll-Out Plan for approval. The plan will include an updated
3483 detailed timeline with activities and estimated dates including but not limited to:

- 3484
- 3485 • Vehicles
 - 3486 • Order specifications
 - 3487 • Confirmation of delivery dates
 - 3488 • Containers
 - 3489 • Order specifications
 - 3490 • Confirmation of delivery dates
 - 3491 • Staging and assembly location
 - 3492 • Customer container size selection
 - 3493 • Distribution plan
 - 3494 • Including collection of existing containers
 - 3495 • Employees
 - 3496 • Hiring progress
 - 3497 • Training
 - 3498 • Public Outreach and Education
- 3499

3500 A Burrtec transition provides customers with an experience that is reliable, orderly, seamless, and
3501 without service interruptions conducted thoroughly and professionally by Burrtec staff. The transition
3502 services may include the following as appropriate:

- 3503
- 3504 • Collect solid waste from outgoing contractor's containers
 - 3505 • Allow the outgoing contractor to collect from Burrtec containers
 - 3506 • Allow the future contractor to collect from Burrtec containers during the transition
 - 3507 • Service, remove and store outgoing contractor's containers after the transition
 - 3508 • Continue customer's services, container quantity and sizes, and applicable discounts from
3509 outgoing contractor's customer service list, including not providing containers to addresses not
3510 utilizing outgoing contractor's services

3511

3512 1. Prior to the Start of Collection Services

3513

3514 Beginning with the contract award, Burrtec will begin the implementation phase. Activities will
3515 include strategic planning of staff organization, equipment and containers, developing routes and
3516 schedules, and implementing education and program information plans. The primary focus is to
3517 prepare customers for their new collection services and programs.

3518
3519 An excellent example of Burrtec's commitment to a smooth transition and the epitome of "**We'll**
3520 **Take Care Of It**" is evident in Los Angeles County franchise area transitions. In these transitions,
3521 some new residents had difficulty starting curbside services for the period preceding the new
3522 franchise program effective date. In the spirit of Burrtec's dedication to customer service, curbside
3523 collection services were started prior to the franchise effective date at no charge to the customer.
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a. Transition Team Approach

Burrtec proposes approaching the City of Santa Clarita contract with the same methodology used in other successful transitions. Specifically, Burrtec uses its senior management team and operations team to oversee all technical and managerial issues. The Company's President and Chief Executive Officer, Cole Burr, leads the team.

The balance of the senior management team includes Tracy Sweeney, Chief Operating Officer/Vice President; Robert R. Coon, Chief Financial Officer; Trevor Scrogins, Vice President of Operations; Tracy Portillo, Vice President, Human Resources and Payroll, Dan Vogt, Vice President Information Technology, William Wilson, Regional Manager; Michael Heftman, Municipal Services Manager, Debbie Hansen, Municipal Project Manager, and Dennis Verner, Division Manager Santa Clarita. These individuals were responsible for preparing this proposal and are very knowledgeable on the numerous facets of solid waste collection program implementations.

Our approach is divided into the following scheduled phases.

b. 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.

c. 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.

d. 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.

3581 Communication methods include local newspapers, mailers, and flyers/posters at community
3582 centers. Burrtec's website and social media platforms will contain informational updates and
3583 postings. Containers are provided based on the current level of service and include supplemental
3584 deliveries for missing program elements, ensuring customers receive a full complement of services.
3585 Customers will have the opportunity to contact the customer service department and adjust
3586 container sizes prior to delivery. As part of the container delivery, Burrtec will provide an outreach
3587 package, which includes detailed information on the services offered for recyclables and organics
3588 waste, bulky item collections, and proper disposal alternatives of unpermitted waste.
3589

3590 Distributing Food Waste Pails to Customers

3591 Burrtec will deliver food waste pails before the service start date to single-family and multi-family
3592 service recipients for no additional fee. Detailed educational materials on food waste recycling will
3593 be included at the time of delivery.
3594

3595
3596 **3. Employee Retention**

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3598 Prior to the service start date, Burrtec will secure a venue within the franchise area such as the
3599 Hyatt Valencia, Embassy Suites, or other comparable locations, and invite prospective employees
3600 and their families to learn about Burrtec's culture, competitive pay, and benefits, and learn why
3601 nearly half of the current drivers at Burrtec average more than 20 years of service with the company.
3602 Employees migrating from the previous contractor to Burrtec will retain their current pay rate,
3603 seniority, and pre-approved vacations. Prospective employees will be required to provide a DMV
3604 driving record, and undergo a physical evaluation once an offer of employment is accepted. Newly
3605 hired employees will be welcomed at orientation, participate in OSHA and DOT compliant safety
3606 training, and become familiar with the Burrtec philosophy, "*We'll Take Care Of It!*" before service
3607 commences.
3608

3609 All Burrtec staff members who provide services to the City of Santa Clarita will receive detailed
3610 information and training to prepare them for the new contract. Training will enable Burrtec to provide
3611 a high level of service throughout the contract term
3612

3613 A. Training Route Drivers

3614
3615 All new drivers undergo training on solid waste and recycling programs, new container colors,
3616 and the proper and safe use of the specific collection vehicles. Training includes onboard
3617 systems, ride-along, and in-field evaluations, including driving and operating the equipment.
3618 The Division Manager and Route Supervisor routinely conduct driver training briefings to
3619 maintain safe and efficient operating standards. The local manager conducts a final
3620 competency evaluation and verification to validate that the driver can safely operate the specific
3621 collection vehicle. "On the Route" field observations assure that drivers are maintaining safe
3622 work habits and excellent customer service standards.
3623

3624 B. Training: CSRs

3625
3626 It is imperative that CSRs understand the City of Santa Clarita's programs and report to the
3627 local, Santa Clarita Hauling Division, for their shifts. New CSRs will be trained on Burrtec's
3628 custom software and the "*We'll Take Care Of It!*" customer philosophy.
3629

3630 C. Training: Mechanics

3631
3632 New mechanics will be trained in Burrtec's "Stop the Drop" program, Department of
3633 Transportation Out of Service Criteria, and will be eligible to participate in collegiate level and
3634 vendor sponsored training events. OSHA compliant safety trainings and company policies will
3635 also be covered throughout the employee's tenure.
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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.

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Burrtec Web Site

Burrtec's website at www.burrtec.com 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>
(1) PRE-CONTRACTING PHASE		
(a) City identifies recommended proposer.		05/31/22
(b) Order Collection Vehicles	8/01/22	08/31/22
(2) CONTRACTING PHASE		
(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
(3) TRANSITION PHASE		
(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

<i>Phase / Activity</i>	<i>Start Date</i>	<i>End Date</i>
(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
(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		
(4) SERVICE START	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

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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

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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:

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- 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

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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

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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:

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- Most Impacted
- Minimally Impacted
- Exempt

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

3762 MCR/MORE customers with minimum levels of service. Exempt customers include all customers
3763 having received an MCR/MORE exemption.
3764

3765 Determine Waivers: Burrtec will review current MCR/MORE exempt customers and evaluate Low
3766 Volume Commercial Service Recipients to determine waiver eligibility. Burrtec will work with the
3767 City to develop an SB 1383 waiver process and categorize customers accordingly. The City will be
3768 required to approve all waivers prior to issue.
3769

3770 Conduct Waste Assessment/Route Review: Burrtec will collaborate with City Staff to develop a
3771 "best approach" customer awareness and education campaign for programs starting July 2023.
3772 Most Impacted customers may receive a site visit from Burrtec Sales and Recycling Coordinators
3773 (SRCs). SRCs will visit the customers' location, conduct a waste assessment, determine if
3774 prohibited contaminants are present in containers, and provide a mockup service program best
3775 suited for the customer's respective disposal needs. Updated bin/cart color information and the
3776 new corresponding service rates will be included in the site visit. The goal will be to give Most
3777 Impacted Commercial Service Recipients at least six months to either modify their current
3778 operations or budget for the new program impacts. Compliance Review and site visit data will be
3779 used to adjust model assumptions and optimize existing and potentially new routes.
3780

3781 Minimally Impacted Customers: Burrtec will focus on the Minimally Impacted Customer group
3782 through site visits and/or educational materials with a goal of giving these Customers at least 90
3783 days to prepare and educate their employees before implementation.
3784

3785 Commercial Equipment: Burrtec's container maintenance facility is centrally located in the City of
3786 Santa Clarita at Burrtec's Santa Clarita Hauling Division. Burrtec will complete bin repairs, bin
3787 washing, SB 1383 paint and labeling requirements, and maintain an adequate container inventory
3788 at this facility. Commercial serviced customers, including multi-family, mixed-use, and City facilities,
3789 will have an opportunity to change or modify their collections subscriptions. Necessary container
3790 changes will be completed at any time and as requested by the customer. Program and service
3791 option information will assist customers in selecting containers and providing awareness for those
3792 programs that are best suited for their needs. Burrtec's SRCs will facilitate the solid waste needs
3793 assessment to maximize diversion and reduce solid waste disposal costs.
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3795 Commercial Education & Outreach
3796 Burrtec will communicate with existing commercial customers in person, through mailers, using
3797 social media platforms, print media advertisements, and public meetings. Print media and materials
3798 are ideally generated and distributed using recycled paper content manufactured at local
3799 businesses.
3800

3801 Additional advertising in local newspapers and on social media platforms encourages public
meeting participation educating customers on essential topics such as sustainability and organics

3802 recycling requirements. Santa Clarita commercial customers may already be familiar with Burrtec's
3803 existing social media presence in the Santa Clarita Valley.

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3805  Facebook: <https://www.facebook.com/burrtecscv>
3806  Instagram: <https://www.instagram.com/burrtecscv>

3807 In addition, Burrtec utilizes KHTS to disseminate pertinent information. Burrtec will also utilize the
3808 following local resources for commercial outreach activities:

- 3809
- 3810 The SCV Signal and SCVTV
- 3811 The Santa Clarita Valley Business Journal
- 3812 Santa Clarita Valley Chamber of Commerce (SCV Chamber)
- 3813 The Valley Industrial Association (VIA)
- 3814 Rotary Club of Santa Clarita (SCV Rotary), Business Groups
- 3815 SCV Economic Development Center Outlets such as podcasts and print

3816
3817 Full-color, multilingual service brochures will be distributed to existing commercial customers to
3818 familiarize them with service protocols, diversion requirements, and service options. Burrtec
3819 representatives will conduct meetings and speak with local businesses as part of the transition
3820 team's public outreach effort.

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Exhibit 6 Administrative Charges and Penalties

Item		Amount if Not Cured in 30 Days	If Cured in 30 Days
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.	-0-
c.	Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.	\$100 per day.	-0-
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.	-0-
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.	-0-
g.	Failure for Collection Container to be compliant with SB 1383 labeling requirements.	\$50.00/each Collection Container not compliant.	-0-
h.	Failure to display Contractor's name and customer service phone number on Collection Vehicles.	\$100 per incident per day.	-0-
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.	-0-
j.	Failure to repair or replace damaged Containers within the time required by this Agreement, 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.	\$100 per day.	-0-
l.	Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	-0-

	Item	Amount if Not Cured in 30 Days	If Cured in 30 Days
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.	Submit for approval to City and implement plan of correction to City within 30 days.
n.	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a calendar year.		\$5000 per incident in excess of three (3)
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	Submit for approval to City and implement plan of correction within 30 days.
r.	Failure to Collect holiday trees on Collection Days.	\$25 per day.	-0-
s.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day	-0-
t.	Failure to initially respond to a Service Recipient complaint within one (1) business day.	\$50.00 per failure to resolve customer complaint or request	-0-

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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

3880 A computerized accounts receivable system generates customer billings for uniform service
3881 fees, surcharges, and discounts. Burrtec's Billing Management Department manages and
3882 maintains this system in Fontana, CA. Daily Customer Service Representatives receive
3883 process service requests and create and close work orders, effectively reconciling the
3884 customer's account information in real-time. The Santa Clarita Customer Service Manager will
3885 submit a billing request to the Billing Department. The Billing Department reviews, verifies and
3886 processes the billing files. The file is then uploaded to an invoice fulfillment center to process
3887 and prepare the mailing. The invoice processing time from the request for billing to the actual
3888 mailing of the invoice is approximately forty-eight (48) hours.
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3890 a. Invoice Content
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3892 Burrtec provides current and up-to-date information on the invoice. The invoice
3893 includes Burrtec's contact information, including email, itemized costs by services, and
3894 messages promoting paperless invoicing and electronic payments. Each invoice will
3895 include payment directions and if a single-family dwelling invoice is pre-paid annually
3896 a one-month discount.
3897

3898 b. Frequency
3899

3900 All residential customers will receive an advanced quarterly billing for the upcoming
3901 service period. Remaining customers will be invoiced monthly. Invoices are sent on or
3902 before the first day of each billing period.
3903

3904 c. Electronic Invoicing
3905

3906 Burrtec customers have the opportunity to reduce paper waste and receive electronic
3907 invoices at no additional charge. Customers participating in the electronic invoicing
3908 program continue to receive newsletters and other important program information.
3909 Participants have the opportunity to receive correspondence by mail upon request.
3910

3911 d. Inserts & Statement Messages
3912

3913 The invoices will include a statement message with important reminders or inserts such
3914 as an application for automatic bank account payment deductions, a holiday schedule,
3915 a customized newsletter, or other information requested by the City.
3916

3917 e. Late Payment
3918

3919 1) Residential, Multi-Family, Commercial, and Mixed Use
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3921 All residential, multifamily, commercial, and mixed use invoices are due and
3922 payable by end of billing period. Burrtec will mail a reminder letter to any customer
3923 that has not paid their bill within 30 days. The letter will indicate payment was not
3924 received and warn that late fees may be applied beginning the first day of the
3925 following month after the initial invoice was mailed. If an account remains unpaid
3926 after 90 days from the due date, the city will be notified, and customer reminder
3927 letters sent indicating the delinquency. A second letter will advise customers that
3928 the account remains unpaid, contain the balance due, including late fees, warn
3929 that delinquent balances will be sent to a collection agency, and service will be
3930 disrupted unless the account is paid in full. Returned check fees may be charged
3931 to the customer's account.
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2) Billing Disputes

If a discrepancy is discovered in an invoice presented to a customer, Burrtec's Santa Clarita management team will work with the customer to review, understand and resolve the concern. A detailed and thorough review of the account's current service levels requested service adjustments, additional services, or cancellations will be evaluated in conjunction with account "remarks" and work order history created by Customer Service Representatives during interactions with the customer. The customer will receive updated information outlining why charges were incurred or details of necessary adjustments made to the account.

2. Technology Network

The existing Burrtec technology network consists of two primary components: (i) Telephone system and (ii) Customer record management system ("CRM").

a. Telephone System

Burrtec's telephone system is a full-featured Mitel Voice over Internet Protocol (VoIP) system with:

- Multiple call paths offer several different paths/ways to receive an incoming customer call
- Multi-queue enables CSRs to be logged into multiple queues at one time, offering efficiency and increased availability during unexpected system or Santa Clarita power outages
- Full Automated Call Distribution (ACD) reporting capabilities
- Complete off-site, seamless overflow/failover systems in a remote data center
- Data forwarding at every call center site uses Multi-Protocol Label Switching (MPLS) for ensured communication abilities

Burrtec's Santa Clarita Hauling Division local phone number 661-222-2249 has been used in Santa Clarita since 2002. Burrtec's telephone system enables real-time monitoring of incoming calls, call duration, and calls on hold. The system displays the real-time status of calls in progress, and the status is monitored by the Lead CSR and the Customer Service Manager. The Corporate front office receptionist also monitors the system as a secondary status review. The Customer Service Manager, the Lead CSR, and the Receptionist have call load visibility in the Central Call Center and each Division Office. They can redirect calls to available operators irrespective of their office location. Should a caller be on hold for 90 seconds, the system offers the caller the option of continuing to hold or being transferred to a message center. Callbacks to recorded messages received after hours are made the next business day. Three more attempts will be made if a caller is not reached on the first attempt. An electronic log of message center activity is updated with each call and maintained in the system, and available for inspection by Los Angeles County representatives at any time. CSRs encourage callers to provide an e-mail address or cell phone number to provide updates to the caller without interrupting the caller with a return phone call.

b. Customer Record Management System

The ability to redirect calls to any available CSR regardless of office location is possible because of the versatility of the CRM System technology used at Burrtec. Burrtec has developed a customized in-house Customer Relationship Management software platform that is foundational to the hauling operations called 'WASTEC'. WASTEC fully integrates accounts receivables, dunning/lien letter notifications, customer invoice presentment, online bill pay, dispatch work order system, and routing logistics that all tie together to

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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:

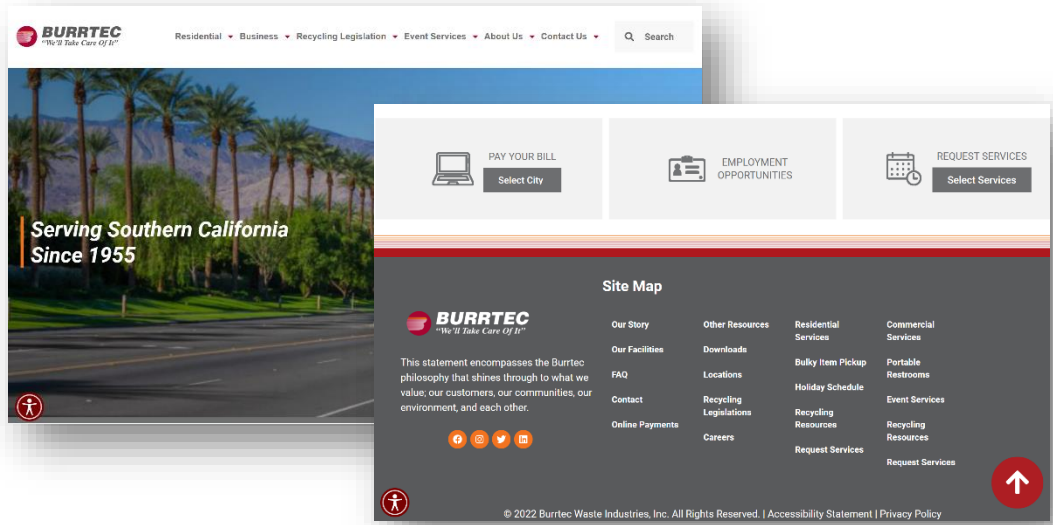
Extra Pick-Up	Courtesy Pick-Up	Miss
Damage Claim	Exchange	Delivery
Load	Load/Dump	No Return
Relocate	Over Flow (Overage)	Complaint
Oil Pick-Up	Bulky Item	Attn Supervisor
Attn Driver	Complement	Attn Sales
E-Waste Pick-Up	Recycling Contamination	Tires
Appliance	Metal	Delinquent/No Service
Delivery Extra 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. Staffing includes front counter walk-in serviceability for City of Santa Clarita residents and businesses who prefer to meet with a representative in person. Based on the estimated customer count of 51,100, staffing levels equate to a service rate of 4,258 customers serviced by each Burrtec representative. Calculations do not 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

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.

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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

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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.



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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

Burretec 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, Burretec is prepared to provide equipment alternatives to facilitate program compliance.



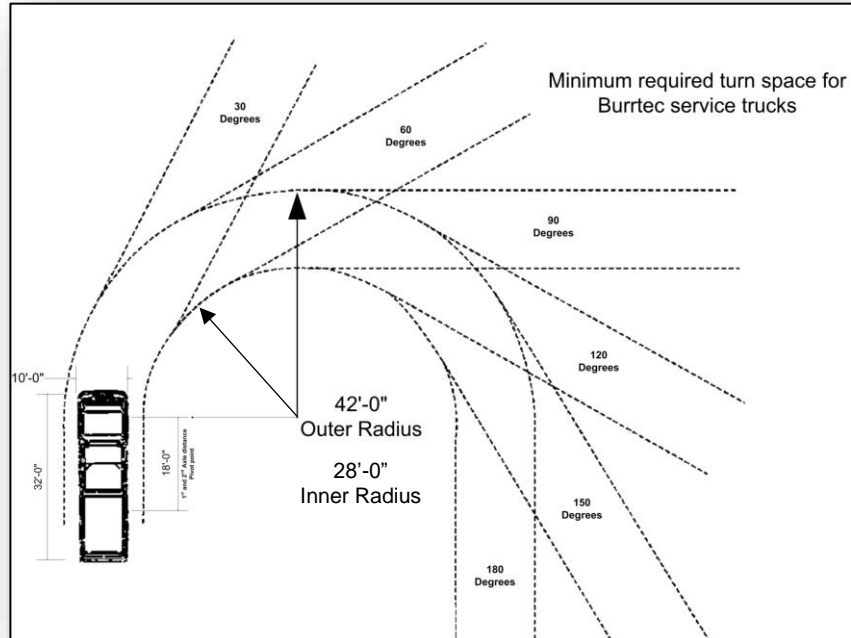
e) Vehicle Specifications

The requested vehicle specifications are identified below.

	Fuel Type	Size	# of Axles	GVWR	Capacity	# of Collection Compartments
Side Loader	CNG	36 yd ³	3	54,900	10 Ton	One
Side Loader	EV	36 yd ³	3	54,900	10 Ton	One
Front Loader	CNG	40 yd ³	3	54,900	10 Ton	One

	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 ³	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%)

4204 unavailable for use. Of the remaining 15 operational facilities, only five produce CNG
4205 transportation fuel required to meet SB 1383 procurement mandates for the entire state.
4206

4207 2) Reduced Wear & Tear on City Streets
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4209 Burrtec team members, who have lived in Santa Clarita for more than thirty years or have
4210 worked at the Santa Clarita Division for more than fifteen years, will conduct a thorough
4211 and comprehensive study of the existing routes currently operated by the incumbent within
4212 the franchise area during the implementation period. Burrtec's geographic information
4213 system (GIS) team members will develop route maps, verify routing requirements, and
4214 begin to develop the operational platform used by our drivers. GIS team members focus
4215 on key performance indicators to optimize routes, including but not limited to:
4216

- 4217 • Container counts
- 4218 • Tonnage generation
- 4219 • Labor hours
- 4220 • Fuel costs
- 4221 • Miles driven per route
- 4222 • Start times
- 4223 • Distance to disposal sites
- 4224 • Facility hours of operations
- 4225 • Time sensitive stops (schools and shopping centers)
- 4226 • Traffic flow and turns required
4227

4228 Route optimization sets the following goals:
4229

- 4230 • Efficient use of resources and equipment
- 4231 • Minimize the carbon footprint of the collection service
- 4232 • Ensure the minimum number of changes and disruptions in collection service for
4233 existing customers
4234

4235 g) Vehicle Technology
4236

4237 (1) Lytx Safety System
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4239 The Lytx system is deployed on all Burrtec collection vehicles utilizing a combination of
4240 cameras, GPS, G-force measurement, and artificial intelligence (AI) to promote safe
4241 driving techniques, to detect possible accidents or unsafe activities, and specifically
4242 designed to work in areas with limited cell service. Burrtec uses the data collected through
4243 the Lytx system and transmitted to the Safety Team to train and coach safe behaviors and
4244 driving skills. The training consists of various methods that include one on one video
4245 reviews of unsafe acts or conditions and the posting of videos that demonstrate safe
4246 driving practices in driver breakroom areas. The Lytx system is utilized by fleets
4247 nationwide to reduce the potential for accidents and injuries. Burrtec currently has this
4248 system installed on over 600 vehicles. The Lytx system will meet the requirements for
4249 Video and GPS as outlined in the RFP.
4250

4251 (2) Global Positioning System (GPS)
4252

4253 GPS data will track a vehicle's path route with lines or dots superimposed on a map. Data
4254 is gathered, including date, time, speed, direction, location (address), and available in
4255 reports. Reports will be provided within two business days of the request for a specific
4256 time or a geographic area. Data is retained for a minimum of 14 calendar days. The
4257 minimum ping frequency of occurrence that GPS data is received from the vehicle will be
4258 at least every ten seconds for all vehicles when within the service area.

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(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.





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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

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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

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3) Monthly Inspections

- General vehicle inspections scheduled every 30 days comprising of over forty (40) items inspected on each vehicle in the following component groups
 - Vehicle Body
 - Hydraulic System
 - Engine Fluid Levels
 - Cooling System
 - Air & Brake System
 - Fuel System
 - Chassis and Suspension System
 - Cab Controls
 - Decals & Paint
 - Safety Devices
 - Camera System
 - Registration and Documentation

4) Quarterly Inspections (every 90 days)

- Includes the monthly vehicle inspection and adds the following inspection requirements
 - Coolant sample sent for analysis
 - Coolant pH test
 - Engine oil sample sent for analysis
 - Engine air, fuel, and oil filter change

5) Semi-Annual Inspections (every 180 days)

- Includes the monthly vehicle inspection and adds the following inspection requirements
 - Coolant sample sent for analysis
 - Coolant pH test
 - Change engine oil. Sample sent for analysis
 - Transmission, air, fuel, and oil filters changed
 - Transmission fluid sample sent for analysis
 - Hydraulic fluid sample sent for analysis

6) Annual Inspections (every 365 days)

- Includes the monthly vehicle inspection and adds the following inspection requirements
 - Inspection of the hydraulic system
 - Inspection of the transmission system
 - Coolant is changed and the sample sent for analysis
 - Manual Transmission/Differential general inspection
 - Manual transmission oil sample sent for analysis
 - Gear/differential fluid sample sent for analysis

7) Road Calls

Burrtec's maintenance program is designed to ensure the optimal readiness level of collection vehicles. Burrtec maintenance departments are equipped to respond rapidly to immediate driver needs if breakdowns occur. Designated technicians respond to drivers' "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

4418 equipment is available should repairs require the vehicle to be returned to the hauling yard
4419 or be placed out of service for an extended period. Burrtec's onsite approach allows
4420 technicians to respond within one hour of the breakdown, minimizes driver downtime, and
4421 reduces potential service delays.
4422

4423 2. Containers

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4425 Burrtec has secured an allotment of time in the manufacturing schedule for container production
4426 from its vendors to fulfill the contract award requirements. Consistent with SB 1383 regulations and
4427 contractual requirements, containers will be colored and labeled with the required languages and
4428 signage explicitly designed to facilitate diversion goals and convey general safety information.
4429

4430 a. Past Experience

4431
4432 Burrtec has long-standing relationships with two primary container manufacturers. For more
4433 than two decades, the Rehrig Pacific Company has manufactured Burrtec automated carts.
4434 Consolidated Fabricators, now Wastequip, has continued to supply Burrtec with commercial
4435 bins and roll-off boxes for nearly three decades. Burrtec's long-standing and successful
4436 partnership with these companies has provided a platform for Burrtec management team
4437 members to provide input in the design, operational efficiency, and supply chain management.
4438

4439 1) Rehrig Pacific

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4441 The Rehrig Pacific Company was first established in 1913. For over 100 years, Rehrig
4442 Pacific has believed the key to success lies in making products that give customers real
4443 advantage. Today, Rehrig Pacific is in its second century of business, carrying on under
4444 the leadership of the founder's great-grandson. The Rehrig Pacific Company continues to
4445 build upon its expertise in manufacturing and extensive knowledge of customers'
4446 operations to create new solutions for customers.
4447

4448 2) Consolidated Fabricators

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4450 Since 1974, Consolidated Fabricators has committed to delivering a line of solid and
4451 innovative products focused on performance, product development, fabrication, and
4452 delivery. Consolidated Fabricators has become a reliable business partner within the
4453 industry, and in 2020, Wastequip, the leading North American manufacturer of waste
4454 handling equipment, added Confab to its portfolio of brands. This acquisition allows Confab
4455 additional operating efficiencies to serve its customer base better.
4456

4457 b. Sufficiency of Capacity

4458
4459 Customers will be able to choose a variety of services offered by Burrtec's preferred source-
4460 separated container collection system when considering their material stream volumes and
4461 individual need for flexibility. Cart and bin serviced sectors, including multi-family complexes,
4462 will be included in the source-separated system. Customers will be able to source separate
4463 recyclables, organics, refuse, and food waste. This service combination is designed to
4464 maximize diversion while minimizing the contamination of customized services amongst
4465 customers. The variety of services offered will enable service recipients to receive clean,
4466 efficient, and cost effective collection services. Available container dimensions are shown
4467 below. Additional recycling and organic waste containers are always available to customers
4468 upon request.
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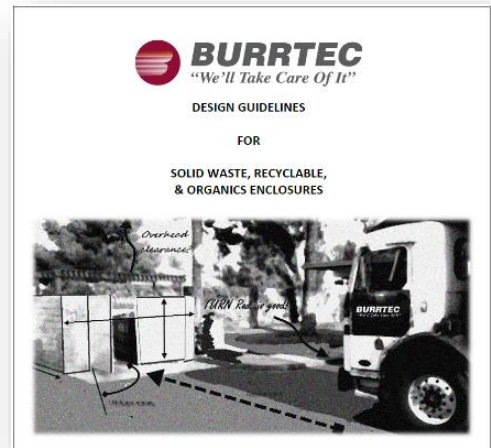
Container Dimensions			
Container	Height	Width	Depth
35 Gallon Cart	36"	17"	17"
65 Gallon Cart	38"	24"	24"
95 Gallon Cart	41"	26"	26"
1 Cubic Yard Bin	29"	72"	24"
1½ Cubic Yard Bin	36"	72"	30"
2 Cubic Yard Bin	44"	72"	35"
3 Cubic Yard Bin	53"	72"	42"
4 Cubic Yard Bin	58"	72"	51"
6 Cubic Yard Bin	71"	72"	66"

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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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2) Limited Space

Burrtec will provide alternative container sizes to residential customers and older shopping centers with limited parking and no enclosures such as Old Town Newhall, Lyons Avenue, and Sierra Highway. Alternative container sizes will have the same commodity selections as would have been initially provided. For example, up to 3 – 35 gallon carts will be provided in instances where larger containers could not be accommodated due to space restrictions for cart storage or set out sites.

Additional containers are also available in instances with commercial businesses or multi-family dwellings. Burrtec will assist the City with waiver-related activities under SB 1383 requirements as listed below.

- Upon customer request
- Collected and review waiver applications
- Determining initial qualifications
- Record keeping and retention

Waivers will be valid for not more than five years. Customers may request a waiver for the business' organic waste collection requirements if the amounts of organic waste are as follows.

- Less than 20 gallons for businesses that produce two cubic yards or more of total solid waste per week or
- Less than 10 gallons for businesses that produce less than two cubic yards of total solid waste per week

Customers with legitimate space constraints requesting a waiver from their obligation to recycle organic waste should be applicable in limited scenarios. Limited space waiver requests are expected to decrease in use over time once building standards include adequate container space requirements for organic waste collection. Physical space waiver applications will include photographic evidence when submitted for approval.

d. Container Appearance

Variable container sizes will be available to suit customers' individual needs. Burrtec will provide SB 1383 colors and labels for all container sizes. Labels for each service sector will maintain continuity with messaging to strengthen the education and outreach efforts. Residences can expect to see the same prohibited and authorized materials for each container at their home and place of business.

1) Container Durability

All containers used by Burrtec are durable, easy to clean, and will:

- Maintain its original shape and appearance
- Require no routine maintenance and essentially be maintenance-free
- Not warp, crack, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use
- Resist damage from everyday products and chemicals
- Be incapable of penetration by biting or clawing animals (i.e., dogs, cats, and raccoons)
- Included wheel and axle assemblies to provide continuous maneuverability and mobility as initially designed and intended

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- 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.



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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.

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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

4778 audit management team. An exception list will be generated from the data and provided to
4779 appropriate personnel for processing. Exceptions-based work orders will be created for the
4780 operations team to remedy timely and on a customer's future service day.

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4782 Burrtec will supply designated City personnel a detailed report upon completing the route
4783 audit containing information on the procedures followed, of the names of the employees
4784 who conducted the audit, a description of changes required resulting from the audit, and a
4785 plan to resolve any exceptions still needing to be rectified. Included in the report presented
4786 to the City will be the backup data.

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4788 2) Route Maps
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4790 Santa Clarita route maps will be included in the final report. Route maps will consist of city
4791 overviews for residential and commercial customers for each commodity. City boundaries
4792 will be highlighted to demonstrate proof that all routes exist within City limits.

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4794 Commercial routes are designed to serve a specific geographic area throughout the week
4795 within City boundaries. Only one map will be shown for each trash, recycling, and organics
4796 commercial route. In addition to route overviews, individual route maps per service day will
4797 be provided for residential collection activities and arranged by commodity.

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4799 3) Route Audit Team
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4801 The route audit team is comprised of two groups. Burrtec's most seasoned auditor leads
4802 the route audit management team with countless experiences in coordinating, conducting,
4803 and validating account information. Additionally, the route audit management team will
4804 include the Regional Hauling Manager and Santa Clarita Division Manager directly
4805 responsible for the hauling operations within the City of Santa Clarita to remedy any
4806 exceptions generated from the audit.

4807
4808 The route audit team members are comprised of a variety of skill positions within the
4809 organization and operate out of multiple divisions. Route audit team members bring
4810 industry knowledge of container conditions, work order processes, and computer skills, all
4811 necessary to complete the contractual compliance requirement. Route audit team
4812 members range from yardmen, to office staff capable of executing field audit operational
4813 tasks and include seasoned drivers from multiple divisions.

4814
4815 4) Route Audit Team Training
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4817 Route audit team training will consist of individual components administered by the route
4818 audit management team. The route audit team has extensive knowledge in completing City
4819 of Santa Clarita commercial audits for nearly two decades, critical to efficient and effective
4820 audit execution.

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4822 The first phase of training will be conducted in an office environment. The training will
4823 outline an overview of the audit, including contract requirements, review map orientation
4824 and City boundaries, and familiarization with the iPad and forms completed while onsite.
4825 The second phase of training will consist of bin and cart contamination requirements. Using
4826 actual examples of equipment in the field, the route audit management team will ensure
4827 each auditor clearly understands what container contamination is.

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4829 Next, the route audit management team will conduct live field tests with each route auditor.
4830 Field tests ensure proper use of the electronic tablets, confirm auditors understand
4831 expectations, and ensure data transfer and exception reports can be generated from the
4832 information collected by the route audit team.
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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

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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

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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

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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

4919 materials, organic waste, and compostable fibers from the commercial solid waste
4920 collection routes. The resulting 210 TPD of slurry may be used for anaerobic
4921 digestion operations, and may eventually be processed into on-site animal food
4922 production and fertilizer.

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- 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.

4932 2) Recyclable Material Processing

4933 Rent-a-Bin cannot offer processing fees or diversion rates until permitting and
4934 construction nears completion. Burrtec has a currently working relationship with Rent-a-
4935 Bin and has frequent and regular communications regarding the current and future facility.
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4938 Rent-a-Bin currently accepts single-stream materials generated in the Santa Clarita Valley
4939 for transferring to off-site processors. Burrtec transfers collected materials to its Burbank
4940 Recycle Center (SWIS 19-AA-1149) located at 500 S Flower Street, Burbank, CA 91502.
4941 Until Rent-a-Bin secures permits and constructs a facility, Burrtec will continue to utilize
4942 Rent-a-Bin to transfer its recycling materials to the Burbank recycling facility.
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4944 d) How Recyclable Materials Will Be Marketed and Sold, Contingencies

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4946 Recyclable Material

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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.

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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.

4964 Organic Waste Material

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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:

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- 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

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- 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
Fall Protection	Compaction Equipment	- Overhead & Side Clearance
Fire Prevention Awareness	Personal Protective Equipment	Roll Off Box Specifications
Hazard Communication	Respiratory Protection Awareness	Bin / Scout Truck Activities
Hearing Conservation	Vehicle Fuels & Fuel Safety	Hook & Chain Hold Down Procedures
Heat Illness Prevention Plan	Automated Collection Activities	Manual Container Activities
-HIPP - Provisions of Water	Commercial Collection Activities	Using A Flat Bed Truck
-HIPP - Access to Shade	Safe Commercial Bin	Manual Bulky Item Collection Activities
-HIPP - Emergency Procedures		Manual E-Waste Collection Activities
-HIPP - Heat-Related Symptoms		Activities Using a Flat Bed Truck
-HIPP - High Heat Procedures		
Industrial Lifts (Forklifts)		

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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

5009 service encounters such as locked gates, equipment malfunctions, or late set-outs. It also
5010 effectively advises drivers when customers are ready for collection after mitigating a non-
5011 collection issue.

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5013 Additional employee trainings include:
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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
Unlawful Harassment & Discrimination Policy	Acknowledgment
Attendance Policy	DFEH California Family Rights Act
	Overweight Policy
	DFEH Pregnancy Leave

5015 Burrtec continually works to update its safety program. Following are highlights of the
5016 programs, training, and recently improved systems.

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5019 1) Proprietary Backing Accident Prevention Program

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5021 The Backing Prevention Program was developed to help field trainers and supervisors
5022 teach and prevent backing accidents from occurring. This training was given to all
5023 management and drivers that operate company on-road equipment and included written
5024 performance tests. Burrtec experienced an immediate reduction in backing accidents.
5025 Today, all new drivers are taught this technique and must pass both tests before driving
5026 equipment on their own.

5027
5028 2) Supervisors Hands-On Prevention Training

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5030 Every quarter, the Burrtec management team receives regular safety training. Topics have
5031 included post-accident investigation techniques, interactive trainer training lessons,
5032 regulatory updates, and injury prevention subjects. New management team members also
5033 receive in-depth training in smaller class sizes.

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5035 3) Lytx Safety System

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5037 In late 2019, Burrtec began the deployment of the Lytx Safety System throughout the entire
5038 fleet. With the help of cameras, g-force sensors, and real-time artificial intelligence
5039 software, management can instantly review safety-sensitive behavior and correct it.

5040
5041 Lytx safety systems help Burrtec ensure that the fleet operates at maximum efficiency,
5042 security, and safety while keeping risks to a minimum and avoiding false claims made
5043 against drivers. Lytx safety systems work by using telematics and vehicle tracking systems
5044 like GPS to record vehicle information sent to advanced software programs that analyze
5045 the stream of data. These software programs offer reports on location, speed, idling time,
5046 mileage, and driver alerts to help Managers discover trends and insights that point to
5047 opportunities for driver efficiency improvements.

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5049 The term "telematics" is a combination of two areas of technology; telecommunications and
5050 informatics. Burrtec's system is designed to send data over high-speed cellular
5051 connections. The data contains vehicle location, direction, speed, driver alerts, and
5052 recorded video.

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5054 The Lytx safety system has many components with specific best practice uses, such as:

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- 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:

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- 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 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

5165 information between management and staff in a manner that is readily understandable and
5166 consists of the following items:
5167

- 5168 • New hire orientation including a discussion of safety and health policies and
5169 procedures
- 5170 • Annual review of our Injury and Illness Prevention Program
- 5171 • Workplace safety and health training programs
 - 5172 • Driver Training Manual
 - 5173 • Code of Safe Work Practices
 - 5174 • Heat Illness Prevention Plan
- 5175 • Regularly scheduled and as required safety meetings
 - 5176 • Specific training as required or when new hazards are identified
 - 5177 • Weekly tailgate meetings
 - 5178 • Monthly safety meetings
- 5179 • Effective communication of safety and health concerns between workers and
5180 supervisors, including translation
 - 5181 • Safety quizzes when applicable
 - 5182 • Safety demonstrations when applicable
- 5183 • Posted or distributed safety information and the use of appropriate signage
 - 5184 • Employee bulletin boards
 - 5185 • Electronic message boards
 - 5186 • Heat illness prevention cards
 - 5187 • Lock Out/Tag Out information cards
- 5188 • A system for workers to inform management about workplace hazards
 - 5189 • Open communication during tailgates, meetings, and as needed with local
5190 management
 - 5191 • Direct contact to the Human Resources department outside of the chain of
5192 command
 - 5193 • During periodic site visits by Human Resources representatives
 - 5194 • Open door policy at all levels of management, including local, regional, and
5195 executive
 - 5196 • Safety suggestion box maintained at the facility
 - 5197 • Anonymous reporting system
- 5198 • Program administrators and management team members meet quarterly, review
5199 investigations of accidents and exposures, consider employee suggestions, and
5200 make suggestions to executive management to prevent future incidents.
 - 5201 • Company Safety Accident Frequency Review program
 - 5202

5203 Management ensures that all employees communicate and understand all safety and
5204 operational policies and procedures. Managers and supervisors are expected to enforce
5205 the company policies fairly and uniformly. Burrtec ensures that effective communication by
5206 voice, observation, or electronic means is maintained so employees can contact a
5207 supervisor when necessary. Other communication systems have been implemented to
5208 ensure drivers can inform management about workplace hazards or concerns.
5209

5210 2) Training

5211 Burrtec is firmly committed to maintaining a safe and healthy work environment. To achieve
5212 this goal, all newly hired employees have specific, required training that must be
5213 completed. Training is verified and approved after each training phase and before the
5214 employee is released to perform assigned job duties. Working with the Safety Team,
5215 Division Managers have sole responsibility to ensure training is completed and there is
5216 zero-tolerance for employees assigned work without the required training.
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5219 Burrtec intends to reduce the risk of accident and injury to anyone by providing practical
5220 employee training. It is the employee's responsibility to utilize this training and perform their
5221 job safely. The employee clearly understands that safety *ALWAYS* comes first and
5222 *EMPLOYEES* are the most valuable asset at Burrtec. Therefore, there is *NEVER* a good
5223 reason to take a shortcut, compromise safety, or not follow safe work practices.
5224

- Phase I Training - Classroom

5225 Initial new hire training for all staff members centers on orientation, health & safety,
5226 and familiarization with the company and its values. Set in the classroom
5227 environment, the initial training phase allows the supervisor, human resources
5228 representative, and senior management to focus on each newly hired employee
5229 individually. Each initiative is structured to promote two-way communication and
5230 includes safety topic quizzes to ensure objectives are understood.
5231

- Phase II Training – Practical Application

5232 Drivers undergo additional training in the field and partner with seasoned drivers
5233 or driver trainers before being released to duty. Driver-specific training establishes
5234 weekly initiatives requiring verification, review, and certification confirming that
5235 objectives and performance standards are consistent with company expectations.
5236 The employee must successfully demonstrate each learning objective and perform
5237 the skills test. Practical application reviews are also performed during
5238 unannounced route observations.
5239

5240 Minimum 50 Hour Safety Training Certification

- 5241 ✓ Read and Understands Concepts in the Handbook
- 5242 ✓ Can Explain Criteria for CDL Disqualification
- 5243 ✓ Can Explain Company Cell Phone Policy
- 5244 ✓ Can Explain the Proper Use of PPE
- 5245 ✓ Can Explain What To Do in an Emergency, Fire, Spill, or Hazardous Waste
5246 Observation
- 5247 ✓ Can Explain What To Do if There is an Accident or Injury
- 5248 ✓ Can Explain the Use of Vehicle Safety Equipment (Lytix Safety System,
5249 Backup Alarm, Fire Extinguisher, Spill Kit, Seat Belt)

5250 Minimum 100 Hour Safety Training Certification

- 5251 ✓ Demonstrates the Proper Use and Operation of Truck Controls
- 5252 ✓ Demonstrates the Proper Use and Operation of Hydraulic Controls
- 5253 ✓ Demonstrates How to Conduct a Proper Pre / Post Trip
- 5254 ✓ Demonstrates How to Complete a Proper Air Brake Test
- 5255 ✓ Demonstrates Proper Cab Cleaning and Window Washing Requirements

5256 Minimum 150 Hour Safety Training Certification

- 5257 ✓ Demonstrates How to Drive Defensively
- 5258 ✓ Demonstrates Safe Backing Procedures
- 5259 ✓ Demonstrates How to Lock Out the Vehicle Properly
- 5260 ✓ Demonstrates How to Clean the Packer per Procedure Properly
- 5261 ✓ Demonstrates How to Service Containers Safely
- 5262 ✓ Demonstrates Safe Disposal Site Practices
- 5263 ✓ Demonstrates How to Fuel the Vehicle Safely
- 5264 ✓ Successfully pass the Safe Work Practices skills test.

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- 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.



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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.



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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

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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.

BURRTEC WASTE INDUSTRIES
CITY OF SANTA CLARITA - Commercial

Program Code	Description	Jan-22	Y-T-D
Refuse			
	Commercial Refuse	1,302.33	1,302.33
	Commercial Refuse (residue)	1,207.85	1,207.85
	Refuse Totals	2,510.18	2,510.18
Recycling (Net of Residue)			
2000-RC-CRB	Residential Curbside Recycling		0.00
2010-RC-GRP	Residential Drop-Off Recycling		0.00
2020-RC-BYB	Residential Buy-Back Centers		0.00
2030-RC-CSP	Commercial On-Site Pickup	397.18	397.18
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 Roll-off		0.00
	Recycling Totals	397.18	397.18
Composting			
3000-CM-RCG	Residential Curbside Greenwaste		0.00
3010-CM-RSG	Residential Self-Haul Greenwaste		0.00
3020-CM-COG	Commercial On-Site Greenwaste	6.46	6.46
3030-CM-CBG	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
	Composting Totals	26.67	26.67

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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.

5472 **Exhibit 9**

5473 **City-Approved Processing and Disposal Facilities**

5474 The City has approved the following Disposal Facilities, Organic Waste Processing Facilities, Material
5475 Recycling Facilities, and Transfer Stations to manage the specified services and otherwise assist the
5476 Contractor in the performance of the requirements of the Agreement. The Maximum Services Rates in
5477 Exhibit 1 assume all material is delivered to the approved facility. Any City-directed changes to any other
5478 non-approved facility will be considered a City-directed change in accordance with Section 30.01. The
5479 capabilities and capacities of such facilities may change during the term of this Agreement; as such City
5480 reserves the right to redirect materials to alternate facilities in accordance with any such changes.

5481 **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

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5483 **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

5484 Note: In the event that a fully permitted organics processing facility is developed at 20745 Santa Clara
5485 Street, consistent with the existing agreement between the City of Santa Clarita and RANDFAM INC.
5486 (d.b.a., Rent-a-Bin), the City reserves the right to direct the flow of organic material to this location for
5487 processing in compliance with the requirements of SB 1383.
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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.

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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>

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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%).

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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 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

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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

<p>Rent-a-Bin (Small Vol. CDI Operation) 20745 Santa Clara Street Canyon Country (In Santa Clarita), CA 91351</p> <p>Site Operational Status Active</p> <p>Site Regulatory Status Notification</p>	<p>Operator Randfam, Inc. P O Box 4463 Chatworth, CA 91311 Phone: (818) 709-5296</p>
--	--

Land Owner(s)

Name ↑	Address	Phone
Randall, Howard	10731 Delco Ave, Chatsworth, CA, 91311	

Local Enforcement Agency (LEA)

County of Los Angeles
Department of Public Health
5050 Commerce Dr
Baldwin Park, CA 91706
Phone: (626) 430-5540

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- b. Sun Valley Paper Stock
8701 San Fernando Road, Sun Valley, CA 91352
Owner/Operator: Sun Valley Paper Stock TS and MRF

Site Information

<p>Sun Valley Paper Stock MRF and TS 8701 North San Fernando Road Sun Valley (In Los Angeles), CA 91352</p> <p>Site Operational Status Active</p> <p>Site Regulatory Status Permitted</p>	<p>Operator Sun Valley Paper Stock TS and MRF 8701 San Fernando Road Sun Valley, CA 91352 Phone: (818) 767-8984</p>
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Land Owner(s)

Name ↑	Address	Phone
Young, Stephen A.	14618 Arrow Hwy, Baldwin Park, CA, 91706	

Local Enforcement Agency (LEA)

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

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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.

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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	

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- 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	

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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.

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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

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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

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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 %

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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

5741 reports for all service recipients at least once per year for the first three (3) years of the term.
5742 Thereafter, onsite waste audits will be conducted on a minimum of fifty percent (50%) of
5743 commercial service recipients, with the primary focus on those service recipients with the
5744 lowest program participation or diversion.
5745

5746 c. Route Reviews
5747

5748 Targeted route reviews will be conducted over multiple weeks to support drivers' daily
5749 contamination monitoring activities with multiple personnel. This will allow our auditors to
5750 physically observe required commercial customer's recycling and organic waste containers
5751 annually. Each auditor will undergo a series of training activities in preparation for the route
5752 review. These training activities will include a review of containers utilized, familiarization with
5753 route maps and franchise boundaries, a review of acceptable and unacceptable materials for
5754 each type of container, and training on recording data in the field. Members of the management
5755 team will conduct practice audits, data processing, and contamination noticing for exceptions
5756 identified prior to auditors being deployed in the field to ensure a successful, accurate, and
5757 timely route review.
5758

5759 d. Waste Evaluations
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5761 Mindful of the initial impact of residents witnessing auditors evaluate their containers for
5762 prohibited contaminants curbside, Burrtec proposes initially utilizing waste evaluation
5763 processes authorized by SB 1383 for residential sectors. Each evaluation will undergo a series
5764 of sample collections based on the size of the route studied. Contamination data discovered
5765 during the evaluation is documented and photographed. Contamination notices are sent to the
5766 entire route studied, identifying prohibited container contaminants discovered, reminding
5767 residents of proper container utilization techniques, and providing additional information on
5768 source reduction techniques. Drivers witnessing gross contamination or unpermitted waste will
5769 still follow contamination-noticing protocols during the waste evaluation process. Targeted
5770 route reviews follow for areas found to be over allowable contamination standards.
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5772 e. Contamination Noticing and Adequate Service Levels
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5774 Auditors and drivers will be equipped with technological aids to document observations in real-
5775 time while on the route and minimize data transfer errors. Each auditor will follow route lists
5776 designed explicitly for this project, which will detail customer account information in such a way
5777 as to allow auditors to capture multiple material commodities in a single visit to the customer's
5778 location on a scheduled service day. The Recycling containers shall be considered
5779 contaminated if it contains more than 10% percent Non-Recyclable material by weight or
5780 volume. The Organic Waste containers shall be considered contaminated if it contains more
5781 than 3% percent Non-Organic Waste material by weight or volume. Initial contamination
5782 percentages were consistent with requirements outlined in SB 1383 for diversion of recyclables
5783 and incompatible materials respectively and subject to more stringent standards should route
5784 review results dictate.
5785

5786 Completed audited data is downloaded nightly and reviewed by the management team. An
5787 exception list for customers with inadequate service levels will be generated from the data. It
5788 will be provided to applicable personnel to process and coordinate follow-up onsite
5789 consultations. Container exception-based work orders for identified damage or graffiti will be
5790 created for the operations team to remedy timely or on a customer's future service day based
5791 on the auditor's findings.
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5793 Findings of container contaminants greater than the percentage of the container contents
5794 allowed will initially result in a "tag" or warning placed on the container, and the generator will
5795 be provided with educational materials detailing material placement expectations and

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directions outlining how to remedy the conditions found by the driver or auditor. A progressive list of warnings may be used as follows:

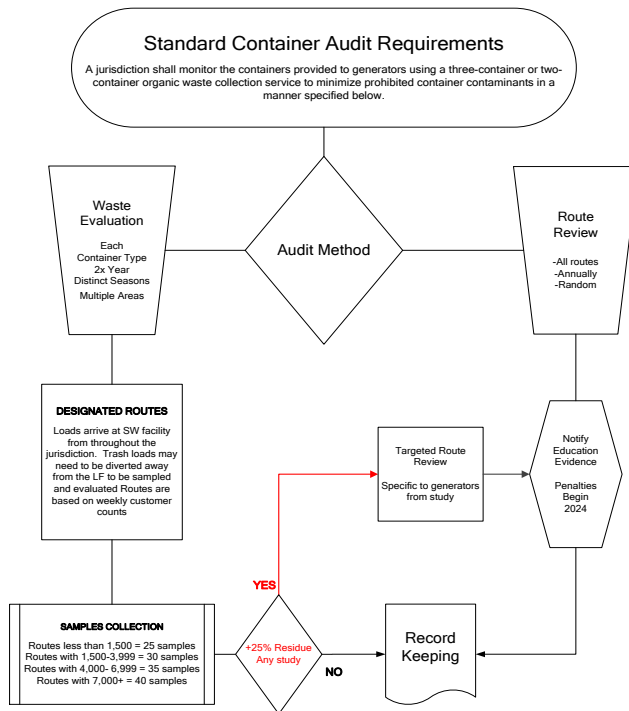
All Single Family, Multifamily, Mixed Use and Commercial Recipients

1st & 2nd 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.

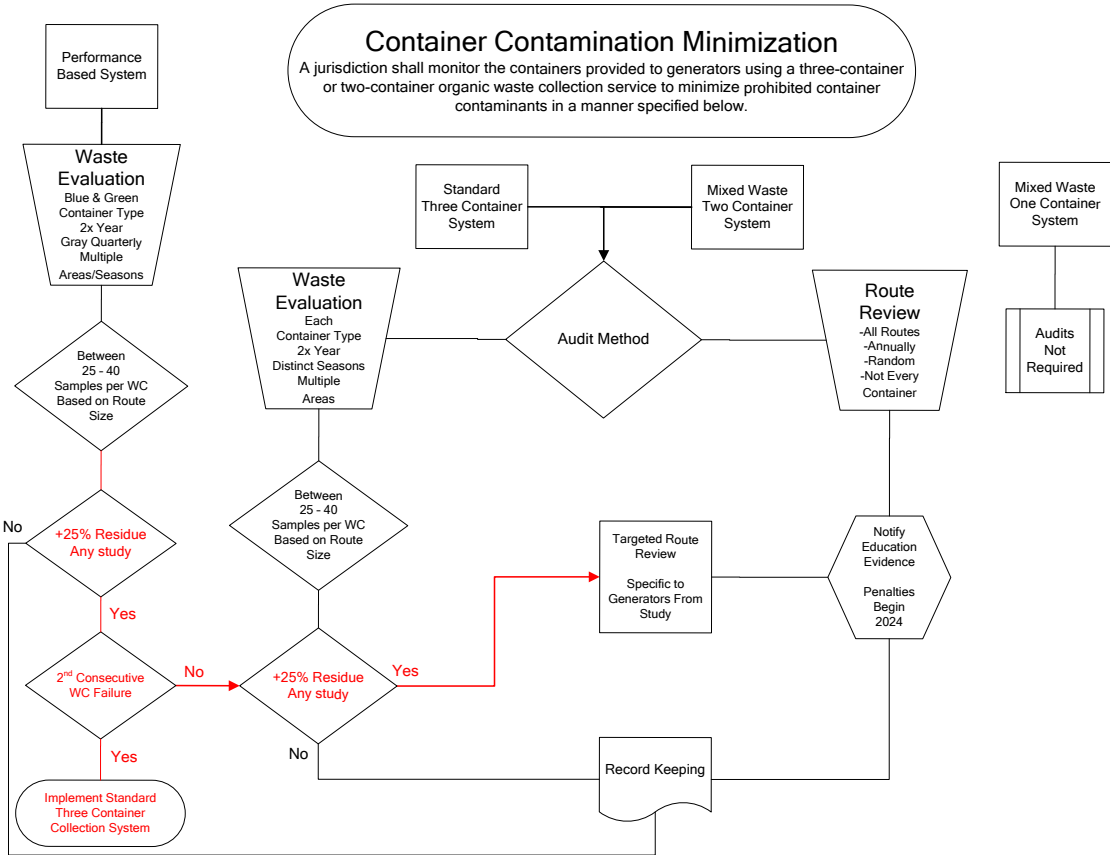
3rd or Subsequent Incident Within One Calendar Year- Notifications will be considered Contamination Violation Notices and include digital documentation. Burrtec will provide a written notice, including photographs, collect the contaminated container, and charge the customer a contamination fee. The City 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.



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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.



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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

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- 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

5908 b. Waste Reduction and Reuse

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- 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

5939 c. Procurement

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- 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

5953 d. Other

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- Burrtec has developed a vehicle maintenance program that maximizes the efficiency of our fleet and minimizes our environmental impact. Using Amsoil synthetic lubricants and

- 5957 high-efficiency filtration products, we have reduced our fleet's oil consumption by over
5958 60% and our lubricants by more than 50%. Benefits of Amsoil include
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 - Reduced emissions

5960
 - Increased fuel efficiency

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 - Longer lasting fleet

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 - Reduced dependence on foreign oil and petroleum-based products

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 - Used oils, fluids, and filters from all vehicles are collected and processed for reuse

5964
 - Tire recycling program. Worn tires are inspected for DOT compliance and re-treaded,
5965 when possible, to reduce the use of virgin materials

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 - E-waste and Battery recycling programs are in place at Burrtec facilities and offices

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 - Metal scrap from maintenance shop truck body repairs is recycled

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5969 These practices will continue with implementing the exclusive franchise agreements awarded
5970 by the City of Santa Clarita. New and/or updated practices will be incorporated into our
5971 operations as program alternatives become practical.

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5973 **11. Use of Local Vendors**

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5975 In addition to the City resources required to operate Burrtec's Santa Clarita Hauling Division located
5976 at 26000 Springbrook Avenue #101, Burrtec utilizes the following local vendors:
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- 5978
 - Truck and equipment related vendors such as truck repair, electrical, plumbing, pest control,
5979 & vehicle washing

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 - Firms such as legal counsel, public relations, media advertising

5981
 - Landfill - Chiquita Canyon

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 - Recycling Processor - Rent-a-Bin

5983
 - Participation in the Santa Clarita Valley Chamber of Commerce, VIA and KHTS activities

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5985 Nearly 15% of the employees working in the Santa Clarita Hauling Division call the City of Santa
5986 Clarita home, including its division manager. Santa Clarita residents' use of local vendors, in
5987 addition to the fifty-five (55+) employees currently working daily at the Santa Clarita Hauling
5988 division, for nearly two decades, make it difficult to quantify but an essential part of the City's local
5989 economy.
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5991 **12. Innovative "Green Approach"**

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5993 a. Electric Collection Vehicle Technology
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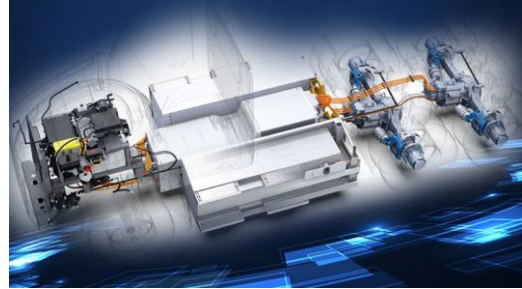
5995 Burrtec is pleased to offer an electric-powered collection vehicle for full-time operation in the
5996 City of Santa Clarita to demonstrate the next generation of cleaner collection vehicles. This
5997 enhancement comes at no additional cost to ratepayers or the City.
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5999 Burrtec has been closely following the development of electric-powered collection vehicles and
6000 has concluded that the technology is 'route-ready' under the right circumstances. Electric-
6001 powered trucks will provide cleaner, healthier air will be quieter in neighborhoods, and power
6002 requirements will be met partly from renewable resources (estimated at 30+% and increasing
6003 each year).
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6005 Burrtec has ordered six electric-powered collection vehicles from Autocar for delivery in 2022.
6006 The Autocar ACX chassis will be powered by BLUE Horizon 14Xe ePowertrain supplied by
6007 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

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-

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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).

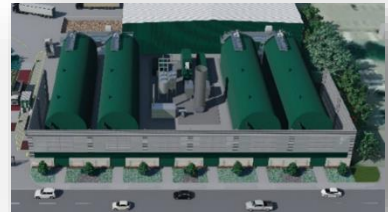
2) State of the Art Facilities

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.

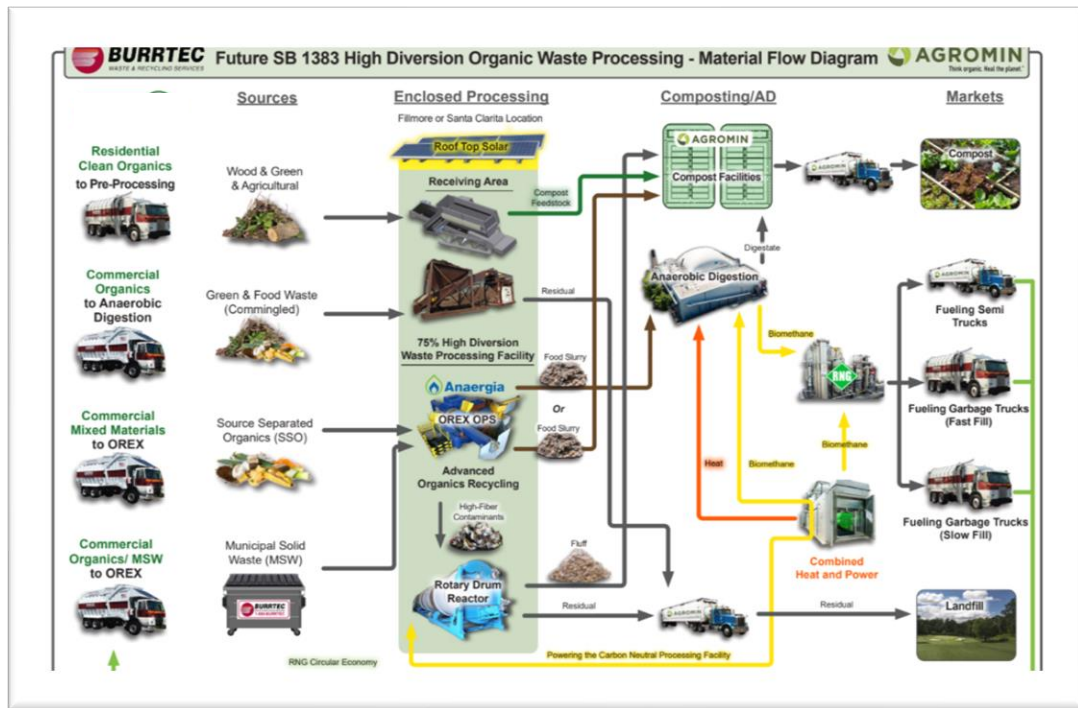
Although Burrtec is planning on utilizing Rent-a-Bin for Santa Clarita, Burrtec's network of organic waste processing strategic partners are working in collaboration toward establishing a network of facilities and processing centers specifically designed to achieve the state mandated requirements, sequester carbon in the soil, and reduce harmful greenhouse gas (GHG) emissions as illustrated in the High Diversion Organic Waste Processing flow chart below:

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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



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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.

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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.

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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



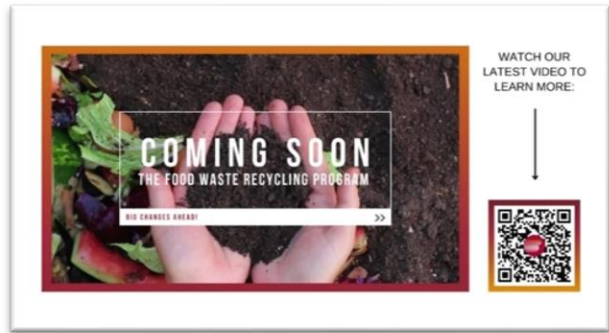
The SB 1383 regulations require that organics recycling education and outreach be provided to all residents, businesses (including those generating edible food that can be donated), local food banks, and other food recovery organizations.

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.

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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.

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- 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



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- 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.

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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

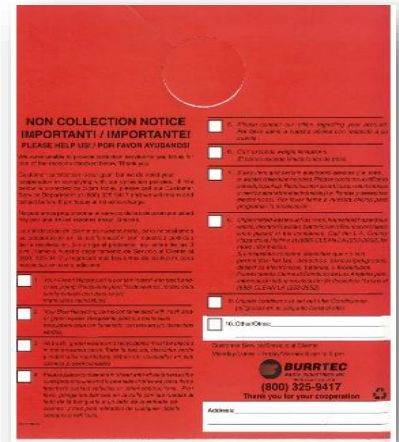
Burrtec will reach out to Customers and make information available regarding services by current social media and the following means approved by the City.

Burrtec's Official Social Media Presence Includes:



Facebook: www.facebook.com/burrtecscv

Twitter: <https://twitter.com/burrtecwaste>



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



YouTube: 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

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3. Methods to Reduce Contamination

Burrtec will utilize several methods to reduce contamination and ensure diversion goals are met in Santa Clarita. Burrtec's experience with program implementations have shown that no one method can be relied upon, but rather a flexible, multi-faceted approach is required. Burrtec will develop an explicitly tailored program, designed with expert local knowledge, local community engagement, and local participation for Santa. Below is a list of primary methods that will be utilized to achieve program goals:

- Education, Education, Education. Ensuring customers understand program requirements is the first critical component to achieving stated goals
- Participation in Community and School Events. Participating in community events and local schools to demonstrate how proper container utilization works and reduce contamination is another critical component to achieving stated goals
- Generator Feedback. Through onsite waste consultations with businesses, contamination notices, targeted education, and outreach, and ultimately notices of violation, and individual generator feedback is critical to achieving stated goals
- Data Analysis. The use of route review and waste evaluation results in conjunction with community waste characterization data will assist in targeting high contamination generators
- Equipment Readiness. Operation's readiness to deploy additional containers, exchange container sizes, and respond to customer requests is critical to ensure contamination minimization efforts are successful
- Technology. Burrtec's continued efforts to upgrade and utilize state-of-the-art equipment at recovery facilities works and partner with leading industry experts in composting to ensure diversion goals can be met

4. Benefits of Participation

Burrtec will focus on the following elements to inform customers of the benefits of recycling and organic waste collection programs:

- Information on how recycling conserves natural resources
- Information on how participating in recycling programs prevents pollution by reducing the need for raw materials
- Information on methods to recycle organic waste onsite, sending organic waste to community composting, and any other local requirements regarding organic waste
- Information regarding the methane and greenhouse gas reduction benefits of reducing the local Santa Clarita Valley landfill disposal of organic waste
- Information on the methods of organic waste recovery
- Information related to the public health and safety, and environmental impacts associated with the landfill disposal of organic waste
- Information regarding programs for donating edible food through the City of Santa Clarita's Edible Food Recovery Program which helps those who are food insecure
- Information about food recovery organizations and services operating within the City of Santa Clarita, including a list of those services
- Information about actions that commercial edible food generators can take to prevent the creation of food waste

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Exhibit 12

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Acceptable Recyclable Materials

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Recyclable Materials include but are not limited to:

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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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