

Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: April 18, 2023
To: Honorable Mayor and City Councilmembers
From: Larry, McLaughlin, City Manager
Toni Bertolero, Engineering Consultant
Subject: Recology Sonoma Marin Franchise Agreement
Recommendation: Direction to Staff Regarding the Expiring Franchise Agreement with Recology Sonoma Marin
Funding: Currently Budgeted: _____ Yes _____ No X N/A

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

INTRODUCTION/PURPOSE:

The item is to request Council direction regarding the Franchise Agreement with Recology Sonoma Marin (“Recology”). The agreement is set to expire on December 31, 2023.

BACKGROUND:

On December 16, 2008 the Council adopted Resolution 5723 and entered into a Franchise Agreement (Agreement) with a local solid waste collection and hauling firm, Redwood Empire Disposal, also known as “The Ratto Group”. The Agreement covered solid waste, recyclable and compostable materials collection and street sweeping services. Subsequently, on September 19, 2017, the Council approved the assignment of the Agreement from Redwood Empire Disposal to Recology. The original Franchise Agreement was effective January 1, 2009 and is set to end by December 31, 2023. A copy of the Agreement can be found in Attachment 1.

The solid waste franchise holder is responsible for environmental compliance with multiple California state laws, most prominently including AB939, AB341, AB1826, and SB1383. These laws work together to decrease landfill waste and increase recovery of materials through recycling and composting. Recology has adhered to these state laws and provides tracking and reporting as well.

DISCUSSION:

The previous Council had indicated an interest in sending out Request for Proposals (RFPs) for a new solid waste franchise agreement. However, given the timing of preparing the RFP, sending to various companies, reviewing the proposals, selecting, and negotiating a contract for implementation by January 1, 2024, staff is requesting direction as to whether this is what the current Council would like to do. We have been informed that the RFP process timeline for both Santa Rosa and Windsor was approximately 15-16 months from the RFP posting date to the contract start date. Ultimately, Windsor selected Sonoma County Resource and Recovery and Santa Rosa selected Recology. Given that the City only has 8 months until the Agreement expires, there is not sufficient time to go through an RFP process.

Other local municipalities have recently entered into extensions or new agreements with Recology:

- Cloverdale, 15-year extension approved August 2022, agreement expires 2040
- Cotati, 5-year extension approved June 2022, agreement expires 2028

- Healdsburg, entered into a new 15-year agreement on January 2021, expires 2035

A list comparing the various hauling rates for nearby agencies is included in Attachment 3.

GOALS:

This action supports the following City Council Goals and General Plan Actions:

- COS 9-13: Continue the citywide recycling program, actively encourage recycling citywide, including the recycling/composting of food waste, and advocate for a regional composting facility.
- COS 9-14: Continue efforts to reduce solid waste generation throughout the life of the General Plan.

ENVIRONMENTAL ANALYSIS:

The Recology Franchise Agreement is Categorically Exempt under CEQA, Section 15308. The City's action assures the protection of the environment since the Agreement contains several regulatory mandates for complying with state law for the disposal of multiple waste streams in a manner that ensures the protection of the environment.

PUBLIC COMMENT:

As of the writing of this staff report, the City has received five (5) public comments and they can be found in Attachment 2. Staff anticipates receiving additional public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

There are no direct fiscal implications from the requested action on the City. The fiscal impacts to the City for SB 1383 costs are passed along directly to customers receiving service under the requirements of the new regulations. The garbage rates under the City's Franchise Agreement with Recology Sonoma Marin were modified and approved by Council and became effective on July 1, 2022.

RECOMMENDATION:

Staff recommends the Sebastopol City Council discuss the Franchise Agreement with Recology Sonoma Marin, whose term expires on December 31, 2023, and direct staff to work with Recology on a new extension of the Franchise Agreement.

Attachment:

- 1 Franchise Agreement with Recology
- 2 Public Comments Received to Date (5)
- 3 Comparison List of Hauling Rates

COLLECTION SERVICES AGREEMENT
BETWEEN
THE CITY OF SEBASTOPOL
AND
REDWOOD EMPIRE DISPOSAL, INC.

FOR

SOLID WASTE, RECYCLABLE &
COMPOSTABLE MATERIALS COLLECTION
AND
STREET SWEEPING SERVICES

DECEMBER 5, 2008

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- D Recyclable Materials
- E Contractor's Holiday List
- F Street Sweeping Maps
- G Refuse Rate Financial Statement Form
- H Rate Schedule
- I Bulky Item Rate Sheet
- J. VehicleInventory

1 1.8 CITY

2 "City" means the City of Sebastopol, a municipal corporation, and all the territory
3 lying within the municipal boundaries of the City as presently existing or as such
4 boundaries may be modified during the Tenn.

5 **1.9 CLEAN UP BIN**

6 "Clean up Bin(s)" means a metal container with hinged lids and wheels serviced
7 by a front-end loading truck with a capacity of 1 to 6 cubic yards provided on a
8 temporary basis to any Generator requiring additional service on a temporary basis to
9 facilitate a clea up or special event.

10 1.10 COLLECTION

11 "Collection" means the removal and transportation of Refuse from the place
12 where it was generated to a Disposal Site and/or the removal and Transportation of
13 Recyclable or Compostable Materials from the place where they were generated to a
14 Processing Facility.

15 **1.11 COMMERCIAL BUSINESS**

16 "Commercial Business" means any business property upon which business
17 activity is conducted, including but not limited to retail sales, services, wholesale
18 operations, manufacturing and Industrial operations, but excluding businesses conducted
19 upon residential property which are permitted under applicable zoning regulations and
20 are not the primary use of the property.

21 **1.12 COMPACTOR**

22 "Compactor" means a mechanical apparatus that compresses materials.
23 Compactors include but are not limited to 2- to 4-yard Bin Compactors serviced by
24 front-end loader trucks and 6- to 40-yard Debris Boxes serviced by roll-off trucks.

25 **1.13 COMPLAINT**

26 "Complaint" means written or orally communicated statements made by
27 members of the public, customers of the Contractor, or officers, employees or agents of
28 City alleging non-performance or deficiencies in performance of Contractor's duties and
29 obligations under this Agreement, or otherwise alleging a violation by Contractor of the
30 provisions of this Agreement.

31 **1.14 COMPOSTABLE CONTAINER**

32 "Compostable Container" means a Cart or Bin used by a Generator to store and
33 contain Compostable Materials Collection from a designated location.

34 **1.15 COMPOSTABLE MATERIALS**

35 "Compostable Materials" means grass cuttings, weeds, leaves, prunings,
36 branches, dead plants, brush, tree trimmings, and dead trees that may not exceed six (6)
37 inches in diameter and four (4) feet in length.
38 means materials that will decompose and/or putrefy. Compostable Materials may
39 include vegetable waste, fruit waste, grain waste, non-recyclable paper waste and yard
40 waste. Additional materials may be included upon mutual agreement.

1 No discarded material shall be considered to be Compostable Materials,
2 however, unless it is separated from Refuse and Recyclable Materials.

3 **1.16 COMPOSTING FACILITY**

4 "Composting Facility" means a facility designated by the City, which processes
5 Compostable Materials.

6 **1.17 CONTRACTOR**

7 "Contractor" means Redwood Empire Disposal, Inc., a corporation organized and
8 operating under the laws of the State of California and its officers, directors, employees,
9 agents, companies and subcontractors.

10 **1.18 CONSTRUCTION AND DEMOLITION DEBRIS (C&D DEBRIS)**

11 "Construction and Demolition Debris" means used or discarded construction
12 materials removed from residential, commercial, or Industrial Premises during the
13 construction or renovation of a structure. "Construction and Demolition Debris" may
14 include mixed components such as dirt, concrete, asphalt, and rebar, wood, roofing tile,
15 and concrete, or other such C&D materials.

16 **1.19 CURBSIDE (CURB)**

17 "Curbside" means the location of a container for pickup, not more than five (5)
18 feet from the street curb. Where no street curb exists, the location shall be within five (5)
19 feet from the outside edge of the street nearest the property's entrance.

20 **1.20 DEBRIS Box**

21 "Debris Box" means an open-top metal container serviced by a roll-off truck with
22 a capacity of 6 to 40 cubic yards.

23 **1.21 DELIVERY**

24 "Delivery" means placement of Refuse, Recyclable Materials, or Compostable
25 Materials by a Generator in a container and at a location that is designated for
26 Collection.

27 **1.22 DESIGNATED WASTE**

28 "Designated Waste" means non-Hazardous Waste which may pose special
29 Disposal problems because of its potential to contaminate the environment and which
30 may be disposed of only in Class II Disposal Sites, or Class III Disposal Sites pursuant to
31 a variance issued by the California Department of Health Services. Designated Waste
32 consists of those substances classified as Designated Waste by the State of California, in
33 23 California Code of Regulations Section 2522.

34 **1.23 DISPOSAL (OR DISPOSE)**

35 "Disposal (or Dispose)" means the final disposition of Refuse collected by the
36 Contractor at a Disposal Site designated by City.

37 **1.24 DISPOSAL SITE(S)**

38 "Disposal Site(s)" means the facility or facilities designated by the City for the
39 Disposal of Refuse collected by the Contractor.

1 **1.25 EXTRAS**

2 "Extras" means services provided to customers in addition to their regular
3 service. Such services and their costs shall be approved by City in advance. A
4 temporary bin provided to a residential customer and extra bags of Refuse placed beside
5 multi-family carts are examples of Extras.

6 **1.26 FRANCHISE FEE**

7 "Franchise Fee" means the fee paid by Contractor to City for the right to hold the
8 exclusive franchise and the use of the public rights of way granted by this Agreement.

9 **1.27 GENERATOR**

10 "Generator" means any Person whose act or process produced Refuse,
11 Recyclable, or Compostable Materials.

12 **1.28 GROSS REVENUES**

13 "Gross Revenues" means the total amount billed to customers by Contractor on
14 an accrual basis for a specified period of time for Refuse, Recyclable Materials, and
15 Compostable Materials services provided by Contractor. In this Agreement, Gross
16 Revenues are adjusted by subtracting bad debts for the specified period from Gross
17 Revenues to account for amounts included in Gross Revenues for a prior period, which
18 have been determined to be un-collectable in the specified period.

19 **1.29 HANDLING**

20 "Handling" means Collection and Transportation of Refuse and Compostable
21 Materials to a City designated Disposal Site or Composting Facility and Collection and
22 Processing of Recyclable Materials.

23 **1,30 HAZARDOUS SUBSTANCE**

24 "Hazardous Substance" means any of the following: (a) any substances defined,
25 regulated or listed (directly or by reference) as "Hazardous Substances," "hazardous
26 materials," "Hazardous Wastes," "toxic waste," "pollutant" or "toxic substances," or
27 similarly identified as hazardous to human health or the environment, in or pursuant to
28 (i) the Comprehensive Environmental Response, Compensation and Liability Act
29 (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials
30 Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and
31 Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.;
32 (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi)
33 the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b)
34 any amendments, rules or regulations promulgated thereunder to such enumerated
35 statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or
36 toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or
37 regulated under any other applicable federal, state or local environmental laws currently
38 existing or hereinafter enacted, including, without limitation, friable asbestos,
39 polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products,
40 and by-products.

1 1.31 **HAZARDOUS WASTE**

2 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely
3 Hazardous Waste, or extremely Hazardous Waste by the State of California in Health
4 and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or
5 recodifications of such statutes or identified and listed as Hazardous Waste by the U.S.
6 Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation
7 and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules
8 and regulations promulgated thereunder.

9 1.32 **HOUSEHOLD HAZARDOUS WASTE**

10 "Household Hazardous Waste" means Hazardous Waste generated at residential
11 Premises within the City.

12 1.33 **INDUSTRIAL**

13 "Industrial" means manufacturing or technical productive enterprises.

14 1.34 **INFECTIOUS WASTE**

15 "Infectious Waste" means biomedical waste generated at hospitals, public or
16 private medical clinics, dental offices, research laboratories, pharmaceutical industries,
17 blood banks, mortuaries, veterinary facilities, and other similar establishments that are
18 identified in Health and Safety Code Section 25117.5.

19 1.35 **LEGISLATION**

20 "Legislation" means any code, ordinance, resolution, or any other formal
21 enactment of the governing body of the City, which now exists, or which may hereafter
22 be adopted which constitutes law or regulation governing the operation of the
23 Contractor.

24 1.36 **MULTI-FAMILY RESIDENTIAL COMPLEX**

25 "Multi-Family Residential Complex" means any residential complex, other than a
26 Single-Family Residence, used for residential purposes, including but not limited to two
27 to six (2-6) unit complexes, apartment buildings, mobile home parks, condominiums,
28 and other residential complexes over six (6) units.

29 1.37 **OCCUPANT**

30 "Occupant" means the person who occupies Premises.

31 1.38 **OWNER**

32 "Owner" means the person with the legal right to the possession of land or
33 building.

34 1.39 **PERSON**

35 "Person" means any individual, firm, association, organization, partnership,
36 corporation, business trust, joint venture, the United States, the State of California, the
37 County of Sonoma, and special purpose districts.

1 **1.40 PREMISES**

2 "Premises" means any land or building in the City where Refuse, Recyclable
3 Materials or Compostable Materials are generated or accumulated.

4 **1.41 PROCESSING**

5 "Processing" means to process, prepare, treat, or convert through some special
6 method.

7 **1.42 PROCESSING FACILITY**

8 "Processing Facility" means any plant or site used for the purpose of sorting,
9 cleansing, treating or reconstituting Recyclable Materials for the purpose of making such
10 material available for the market. Activities that may be undertaken at a Processing
11 Facility include but are not limited to Processing Recyclable Materials or Compostable
12 materials.

13 **1.43 RECYCLING CONTAINER**

14 "Recycling Container" means City-approved Cart or Bin used to place
15 Recyclable Materials at a designated Collection location for Collection for the purpose
16 of Recycling.

17 **1.44 RECYCLABLE MATERIALS (ALSO "RECYCLABLES")**

18 "Recyclable Materials" means those discarded materials that the City Code
19 permits, directs and/or requires Generators to set out in Recycling Containers for
20 Collection for the purpose of Recycling. No discarded material shall be considered to be
21 Recyclable Materials, however, unless it is separated from Refuse and Compostable
22 Materials. Recyclable Materials may include newspaper, mixed paper, glass bottles and
23 jars, metal and aluminum cans, plastic household containers, corrugated cardboard and
24 cardboard.

25 **1.45 RECYCLING**

26 "Recycling" means the process of sorting, cleansing, treating and reconstituting at
27 a Processing Facility those Recyclable Materials that would otherwise be disposed of at a
28 Disposal Site for the purpose of returning such materials to the economy in the form of
29 raw materials for new, re-used or reconstituted products.
30

31 **1.46 REFUSE**

32 "Refuse" means all putrescible and non-putrescible solid, semi-solid, and liquid
33 waste that the City Code requires Generators within the City to set out for Collection.
34 Refuse does not include:

- 35 (1) Hazardous Waste or Hazardous Substance;
- 36 (2) Infectious Waste;
- 37 (3) Abandoned automobiles;
- 38 (4) Unacceptable waste; or
- 39 (5) Radioactive waste.

40

1 Refuse includes Recyclable Materials only when such materials are commingled
2 with Refuse and included for Collection in a Refuse container. Only discarded materials
3 shall be considered Refuse.

4 **1.47 ROLL-OFF/COMPACTOR REFUSE SERVICE**

5 "Roll-Off/Compactor Refuse Service" means permanent or temporary service
6 provided by Contractor under this exclusive Agreement to any Generator requiring a
7 Debris Box or Compactor for the Collection of Refuse, Segregated or Mixed
8 Construction and Demolition Debris, Compostable Materials, Bulky Items or Recyclable
9 Materials.

10 **1.48 ROLL-OFF CONTAINER**

11 "Roll-Off Container" means permanent service provided to any Generator
12 requiring a Debris Box or Compactor for the Collection of Refuse. Segregated
13 Recyclable Material

14 **1.49 "SEGREGATED RECYCLABLE MATERIAL"**

15 "Segregated Recyclable Material" means those recyclable materials which have
16 been separated from all other Recyclable Materials to form one readily identifiable
17 category of materials by the person from whom they are being collected such as, but not
18 limited to cardboard, designated paper grades, steel cans and designated plastics.

19 **1.50 SINGLE-FAMILY RESIDENCE**

20 "Single-Family Residence" means a separate unit used for housing a single
21 family.

22 **1.51 SMALL COMMERCIAL GENERATOR**

23 "Small Commercial Generator" means any Commercial Business, which
24 generates less than 90 gallons of Refuse per week.

25 **1.52 SOURCE SEPARATED CONSTRUCTION AND DEMOLITION (C&D) MATERIALS**

26 "Source Separated C&D Materials" means C&D materials collected in individual
27 components such as but not limited to dirt, concrete, wood, asphalt, scrap metals, or
28 other such C&D materials.

29 **1.53 TEMPORARY DEBRIS Box SERVICE**

30 "Temporary Debris Box Service" means temporary service provided at a job site
31 to any residential or commercial Generator requiring a Debris Box for the Collection of
32 Source Separated C&D Materials, Mixed C&D Materials, Compostable Materials, or
33 Segregated Recyclable Materials.

34 **1.54 TERM**

35 "Term" means the Term of this Agreement, as provided for in Article 3.

1 1.55 TRANSPORTATION

2 "Transportation" means the act of transporting or state of being transported to a
3 specific Disposal Site, Composting Facility or other location designated by City.

4 1.56 WHITE GOODS

5 "White Goods" means discarded enamel household appliances of any
6 color, such as refrigerators, stoves, washer/dryers, water heaters, dishwashers,
7 etc., and similar items.

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ARTICLE 2.
REPRESENTATIONS AND
WARRANTIES OF THE
CONTRACTOR

2.1 CORPORATE STATUS

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

2.2 CORPORATE AUTHORIZATION (OR PARTNERSHIP, ASSOCIATION OR JOINT VENTURE AUTHORIZATION)

Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

2.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement, nor the performance of this Agreement by Contractor: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

2.4 No LITIGATION

To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the City in writing.

2.5 NO ADVERSE JUDICIAL DECISIONS

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

1 2.6 ABILITY TO PERFORM

2 Contractor possesses the business, professional, and technical expertise to
3 manage, handle, treat, store and dispose of the Refuse, Recyclable, and Compostable
4 Materials, and possesses the equipment, facility, and employee resources required to
5 perform this Agreement.
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ARTICLE 3.

TERM OF AGREEMENT

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3.1 EFFECTIVE DATE

The effective date of this Agreement shall be January 1st, 2009 ("Effective Date").

3.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

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

3.2.1 ACCURACY OF REPRESENTATIONS

The representations and warranties made in Article 2 of this Agreement are true and correct on and as of the Effective Date.

3.2.2 ABSENCE OF LITIGATION

There is no litigation pending on the Effective Date in any court challenging the award or execution of this Amendment or seeking to restrain or enjoin its performance.

3.2.3 EFFECTIVENESS OF CITY COUNCIL ACTION

The City's Resolution No. 5723, approving this Agreement, shall have become effective pursuant to California law prior to the Effective Date.

3.3 TERM

The Term of this Agreement shall begin January 1st, 2009, and end at midnight December 31, 2023, unless extended by City pursuant to Section 3.4. The term of this Agreement shall supercede all previous agreements made between Contractor and the City.

3.4 OPTION TO EXTEND TERM

The City shall have the option to extend this Agreement, in periods of at least twelve (12) months each, if the Contractor agrees to such an extension of the Agreement. If the City elects to exercise the option, it shall give written notice of its election, specifying the number of months by which it elects to extend the Term, to the Contractor, one hundred eighty (180) days prior to the initial or extended termination date. Contractor shall return a signed Letter Agreement to the City within 30 days of such written notice by City for the extension to become effective.

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ARTICLE 4.
SCOPE OF AGREEMENT

4.1 SCOPE OF AGREEMENT

Subject to Article 4.2, the franchise granted to Contractor shall be exclusive for Refuse, Recyclable Materials, Compostable Materials, including all Roll-Off Refuse Service and Temporary Debris Box Service, Cleanup Bins, and Bulky Items Collection in the City limits of the City of Sebastopol except where otherwise precluded by federal, state, and local laws and regulations.

4.2 LIMITATIONS TO SCOPE

The franchise for the Collection and Transportation of Refuse and Compostable Materials to a City designated Disposal Site or Composting Facility and Collection and Processing of Recyclable Materials granted to Contractor shall be exclusive except as to the following materials listed in this section. The City permits the operation of buy back Recycling and re-use centers, and this Agreement shall allow business and residential Generators to transport, donate and sell Recyclable Materials to such centers. The Franchise granted the Contractor shall not preclude the categories of Recyclable Materials or other materials listed below from being delivered to and collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City, which is otherwise required by law:

- A. Other recyclers shall maintain the right to collect Segregated Recyclable Materials, to accept donated Recyclable Materials, and to pay the Generator for Source Separated Recyclable Materials. Other recyclers shall not be permitted to charge for these services. Segregated Recyclable Materials set out for Collection by other recyclers shall contain no more than 10 percent by weight or volume (whichever is less) Refuse commingled in the materials to qualify for the exception under this section. If Contractor can document that other recyclers are servicing Collection containers that contain less than 90 percent source separated Segregated Recyclable Materials or Compostable Materials, it shall report the location and the name of the recycler to the City along with Contractor's evidence of the violation of the exclusiveness of this Agreement;
- B. Recyclable Materials which are removed from any Premises by the Generator and which are transported personally by the Owner or Occupant of such Premises (or by his or her employees or a contractor);
- C. Recyclable Materials, which are source separated at any Premises by the Generator and donated to youth, civic, or charitable organizations;
- D. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq., California Public Resources Code;

- 1 E. Compostable Materials removed from a Premises by a gardening,
2 landscaping, or tree-trimming contractor as an incidental part of a total
3 service offered by that contractor rather than as a hauling service, and for
4 no additional or separate fee, and if such contractor delivers the
5 Compostable Materials to a Compostable Container or Composting
6 Facility and does not dispose of the material as Refuse;
- 7 F. Animal waste and remains from slaughterhouse or butcher shops for use
8 as tallow;
- 9 G. By-products of sewage treatment, including sludge, sludge ash, grit and
10 screenings; and
- 11 H. Hazardous Waste, Infectious Waste, and Designated Waste, regardless of
12 its source.

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This grant to Contractor of an exclusive right and privilege to collect and transport Refuse and Compostable Materials and collect and process Recyclable Materials shall be interpreted to be consistent with state and federal laws, now and during the Term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future interpretations of current law or new laws, regulations, interpretations or trends limit the ability of the City to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

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ARTICLE 5.
COLLECTION SERVICES

5.1 GENERAL

The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration and specification of requirements for particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the City are provided reliable, courteous and high-quality service at all times. The enumeration and specification of requirements for particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects whether they are enumerated elsewhere in the Agreement or not.

5.2 REFUSE SERVICES

5.2.1 SINGLE-FAMILY RESIDENTIAL REFUSE SERVICE

Contractor shall collect and transport all Refuse from Carts placed at the Curb of Single-Family Residences once per week as scheduled.

5.2.2 MULTI-FAMILY COMPLEX REFUSE SERVICE

5.2.2.A MULTI-FAMILY REFUSE CART SERVICE

Contractor shall collect and transport to a Disposal Site, all Refuse from Carts placed at the Curb by each Generator within a Multi-Family Complex, not less than once per week as scheduled.

5.2.2.B MULTI-FAMILY REFUSE BIN SERVICE

Contractor shall collect and transport to a Disposal Site, all Refuse from Bins, not less than once per week. Bin enclosures and access should comply with Contractors guidelines.

5.2.3 COMMERCIAL REFUSE SERVICE

5.2.3.B COMMERCIAL REFUSE CART SERVICE

Contractor shall collect and transport to a Disposal Site all Refuse from Carts placed at the Curb by each Generator, not less than once per week.

5.2.3.A COMMERCIAL REFUSE BIN SERVICE

Contractor shall collect and transport to a Disposal Site all Refuse from Bins not less than once per week. Bin enclosures and access should comply with Contractors guidelines.

1 5.3 **RECYCLING SERVICES**

2 Contractor shall collect Recyclable Materials as described in Exhibit D for
3 Single-Family Residences, Multi-Family Complexes, and Commercial Businesses.

4 Contractor shall instruct Single-Family Residences, Multi-Family Complexes
5 (individual residents and/or complex managers as appropriate), and Commercial
6 Businesses as to preparation of materials; the proper placement of Recycling Carts or
7 Bins. Repeated contamination of Recyclable Materials may result in additional charges
8 or the removal of Carts and/or Bins from the premises.

9 Contractor shall transport Recyclable Materials to a Processing Facility, process
10 and market the Recyclable Materials. The Recyclable Materials may not be disposed of
11 at a Disposal Site, Transfer Station, or any other location in lieu of Recycling the
12 material without the expressed written approval of the City, as specified in Article 4.4.

13 **5.3.1 SINGLE-FAMILY RESIDENTIAL RECYCLING SERVICE**

14 The Contractor shall provide weekly Recycling Collection service, which shall
15 correspond with the Single-Family Residential Refuse Collection day for each resident.

16 **5.3.2 MULTI-FAMILY COMPLEX RECYCLING SERVICE**

17 Recycling Collection service shall be provided to Multi-Family Complexes.
18 Contractor shall assist each complex by recommending the number and type of
19 containers needed to service the Multi-Family Complex. Contractor shall recommend the
20 most effective locations on site for placement of containers. Contractor shall provide
21 educational materials and signage to reduce contamination and shall offer educational
22 presentation to tenants upon request. Property manager or owner shall be responsible for
23 the initial distribution of educational materials to tenants.

24 Recycling Service shall be suspended if Contractor determines that Recycling
25 Bin is contaminated with items other than Recyclable Materials. Contractor shall notify
26 City of the suspension of Recycling Services. Recycling Service shall resume when
27 Contractor is assured that contamination of Recycling Bins is eliminated.

28 **5.3.3 COMMERCIAL RECYCLING PROGRAM**

29 Recycling Collection service shall be provided to Commercial Businesses.
30 Contractor shall assist each Commercial Business by recommending the number and
31 type of containers needed to service the Commercial Business. Contractor shall
32 recommend the most effective locations on site for placement of containers. Contractor
33 shall provide educational materials and signage to reduce contamination and shall offer
34 educational presentation to tenants upon request.

35 Recycling Service shall be suspended if Contractor determines that Recycling
36 Bin is contaminated with items other than Recyclable Materials. Contractor shall notify
37 City of the suspension of Recycling Services. Recycling Service shall resume when
38 Contractor is assured that contamination of Recycling Bins is eliminated.

1 5.4 COMPOSTABLE MATERIALS PROGRAM

2 5.4.1 SINGLE-FAMILY RESIDENTIAL COMPOSTABLE MATERIALS PROGRAM

3 Contractor agrees to collect and deliver to a Composting Facility,
4 Compostable Materials collected from Compostable Containers placed at the
5 Curb by each Single-Family Residence. The Contractor shall provide scheduled
6 weekly Collection service, which shall correspond with the Single-Family
7 Residential Refuse Collection day.

8 The Compost Processing Facility may process the material as compost or
9 mix the material with bio-solids and process the material as compost.

10 Compostable Materials Service shall be suspended if Contractor determines that
11 Compostable Materials Containers is contaminated with items other than Compostable
12 Materials. Contractor. Compostable Materials Service shall resume when Contractor is
13 assured that contamination of Compostable Materials Containers is eliminated.

14 5.5 USED MOTOR OIL COLLECTION

15 5.5.1 SINGLE FAMILY RESIDENCES

16 The Contractor shall provide used motor oil collection for Single-Family
17 Residences as part of the Recyclable Materials Collection program. Residents
18 must call to sign up for this service and to obtain spill-safe containers from the
19 Contractor for the Collection of used motor oil and zip lock plastic bags for used
20 oil filters. Contractor shall collect used motor oil and used filters from Single-
21 Family Residences that are placed at the Curb. Residents must call to request
22 motor oil and filter collection pickup service to assure that drivers are alerted that
23 motor oil requires pick up. The Contractor shall provide replacement containers
24 and filter bags as requested to participants upon Collection of oil and/or filters.

25 5.5.2 MULTI- FAMILY RESIDENCES

26 The Contractor shall provide used oil collection to Multi-Family
27 Complexes as part of the Recyclable Materials Collection program. Upon request
28 by the property manager, property owner or HomeOwners Association, the
29 Contractor will distribute spill-safe containers for the Collection of used motor
30 oil and plastic bags for used oil filters. Contractor shall collect used motor oil and
31 used filters from Multi-Family Complexes at a location that is acceptable to the
32 Contractor, and Manager, Owner or Homeowner's Association. Contractor shall
33 provide replacement containers and filter bags to participants upon each
34 Collection of oil and/or filters. Residents of Multi-Family Complexes may not
35 order this service directly.

36 Contractor shall safely store oil and used filters collected at its facility, and
37 arrange for these materials to be properly recycled. Contractor shall provide used motor
38 oil and used filter recycling support through community outreach, educational materials,
39 and their web site.
40

1 5.6 CHRISTMAS TREE DROPOFF

2 Contractor shall supply a Roll-Off Container, to be placed at a location
3 determined by the City, to provide a drop-off service for Christmas trees. The Roll-Off
4 Container shall be serviced on a regular basis and the surrounding area kept free of any
5 debris. Christmas trees shall be recycled in a manner to count as diversion by the
6 California Integrated Waste Management Board. Trees that are flocked and contain
7 tinsel or other decorations shall be collected separately for Disposal. The Debris Box
8 shall be delivered the following business day after Christmas and serviced until mid-
9 January or in cooperation with the Sonoma County Waste Management Agency Drop-
10 Off program.

11 Contractor shall notify service recipients in writing of the dates, time, and places
12 of Christmas Tree Collections. Information shall be included in the informational
13 newsletters, in a bill insert, or other reasonable means.

14 5.7 HOUSEHOLD ALKALINE BATTERY RECYCLING PROGRAM

15 Contractor shall provide collection services for City-sponsored Household
16 Alkaline Battery Recycling Program. Contractor shall collect recycled Household
17 Batteries from City locations identified in Exhibit B. City staff shall notify Contractor
18 when battery containers require pickup. Upon such notification, Contractor shall collect
19 and deliver batteries to a battery recycler or permitted hazardous waste facility. If
20 requested to do so, Contractor shall accommodate requests from City staff for routine
21 and/or more frequent pickups.

22
23 5.8 BULKY ITEM COLLECTION PROGRAM

24 Contractor shall provide Collection of Bulky Items from Residential, Multi-
25 Family and Commercial Generators on a for-fee basis. Contractor shall charge
26 Generators the service rates established in the rate schedule and may be adjusted under
27 the terms of this Contract.

28
29 5.9 CLEAN UP BIN SERVICE

30 Contractor shall provide Clean Up Bin Service to any Generator on a for-fee
31 basis. Clean-Up Bins may be used for Generators requiring additional Collection service
32 on a temporary basis or for special events. Contractor shall charge Generators the service
33 rates established in the rate schedule and may be adjusted under the terms of this
34 Contract.

1 **5.10 CITY FACILITIES**

2 Contractor collection of Refuse and Recyclable Materials to all City facilities
3 identified in Exhibit A. Contractor shall provide collection of Refuse disposed of in
4 City-owned cans located in the City as identified in Exhibit A. The size of the bin or cart
5 and the frequency of Collection shall be determined between the City and Contractor.
6 The services required by this section shall be provided at no charge to the City, but the
7 cost of providing such service shall be an allowable expense under Article 8.

8 **5.11 COLLECTION FROM CITY-SPONSORED EVENTS**

9 Contractor shall collect Refuse and Recyclable Materials at City-sponsored
10 events identified in Exhibit C . The services required by this section shall be provided at
11 no charge to the City, but the cost of providing such service shall be an allowable
12 expense under Article 8.

13 **5.12 REMOVAL OF HAZARDOUS WASTE**

14 If Contractor determines that material placed in any container for Collection is
15 Hazardous Waste, Designated Waste, Infectious Waste, or other material that may not
16 legally be disposed of at the Disposal Site or Processing Facility or presents a hazard to the
17 Contractor's employees, the Contractor shall have the right to refuse to accept such material.
18 The Generator shall be contacted by the Contractor and requested to arrange proper
19 Disposal. The Contractor shall notify the City of any such material left at any Premises for
20 14 days or more. If the material is delivered to the Disposal Site or a Processing Facility
21 before its presence is detected and the Generator cannot be identified or fails to remove the
22 material after being requested to do so, the Contractor shall arrange for its proper Disposal.
23 The Contractor shall make a good faith effort to recover the cost of Disposal from the
24 Generator, and the cost of this effort, as well as the cost of Disposal shall be chargeable to
25 the Generator. Upon prior notification to the City, the Contractor shall be entitled to include
26 the reasonable costs incurred under this section as an operating expense for purposes of
27 compensation under Article 8 and shall include all sums recovered by it from Generators as
28 "Other Income."

29 **5.13 TRANSPORTATION OF REFUSE, RECYCLABLE MATERIALS AND**
30 **COMPOSTABLE MATERIALS**

31 Contractor shall provide for the transportation of all Refuse, Recyclable Materials
32 and Compostable Materials collected under this Agreement. Contractor shall maintain
33 accurate records of the quantities of Refuse, Recyclable Materials, and Compostable
34 Materials transported to the Disposal Site, Processing Facility, or Composting Facility of
35 customers within the City Limits of Sebastopol.

36 **5.14 PROCESSING OF REFUSE, RECYCLABLE MATERIALS, AND COMPOSTABLE**
37 **MATERIALS**

38 The City reserves the right to 1), approve the Disposal Site(s) and Processing
39 Facilities selected by the Contractor and 2), to direct the Contractor to use alternative
40 Disposal Site(s) or Processing Facilities for disposal, recycling or composting of all
41 materials collected pursuant to this Agreement. If City redirects Refuse to an alternate
42 Disposal Site or Processing Facility, Payment for Services to Contractor shall be

1 adjusted for differences in the cost of Transportation, Disposal, and Processing of the
2 material.

3 **5.15 COLLECTION STANDARDS**

4 **5.15.1 CARE OF PRIVATE PROPERTY**

5 Contractor shall use due care when collecting Refuse, Recyclable
6 Materials, and Compostable Materials Containers. Containers shall not be
7 thrown from trucks, roughly handled, damaged or broken. Containers shall be
8 returned to the Collection point in an upright position.

9 Contractor shall ensure that its employees close, and relock if applicable,
10 all gates opened by them in making Collections, unless otherwise directed by the
11 Generator.

12 Contractor will require a damage waiver to enter onto private property.
13 City shall refer Complaints about damage to private property to Contractor.
14 Contractor shall repair all damage to private property caused by its employees'
15 negligence or willful misconduct. Contractor may require residents on private
16 roads to place Carts at the public road or Curb for Collection.

17 **5.15.2 LITTER ABATEMENT**

18 A. Minimization of Spills. Contractor shall use due care to prevent Refuse,
19 Recyclable Materials, and Compostable Materials from being spilled or scattered
20 during the Collection or Transportation process. If any Refuse, Recyclable
21 Materials, or Compostable Materials are spilled during Collection, the Contractor
22 shall promptly clean up all spilled materials. Each Collection vehicle shall carry a
23 broom and shovel at all times for the purpose of cleaning litter.

24 B. Covering of Loads. Contractor shall cover all open Debris Boxes at pick-
25 up location prior to transport to the Disposal Site or Processing Facility.

26 **5.15.3 HOURS OF COLLECTION**

27 Scheduled Collection of Refuse, Recyclable Materials, and Compostable
28 Materials in residential areas may occur only between the hours of 6:00 a.m. and
29 6:00 p.m., and in commercial areas, only between the hours of 5:00 a.m. and 6:00
30 p.m. Commercial customers adjacent to residential structures or areas shall not
31 be serviced prior to 6:00 a.m.

32 **5.15.4 NOISE**

33 All Collection operations shall be conducted as quietly as possible and
34 shall conform to applicable federal, state, county and City noise level regulations.

35 **5.15.5 HOLIDAY COLLECTION SCHEDULE**

36 During the week of the holidays shown on Exhibit E, Collection shall be
37 delayed by one day following the holiday, except when the holiday falls on a
38 Saturday or Sunday. Contractor shall publish and distribute a holiday schedule in
39 an informational newsletter or billing insert to all Generators at least annually.

1 5.16 VEHICLES

2 5.16.1 GENERAL

3 Contractor shall provide a fleet of Collection vehicles sufficient in number
 4 and capacity to efficiently perform the work required by the Agreement in strict
 5 accordance with its terms. Contractor shall have available sufficient back-up
 6 vehicles for each type of Collection vehicle used (i.e., side loader, front loader,
 7 and roll-off) to respond to Complaints and emergencies.

8 5.16.2 SPECIFICATIONS

9 All vehicles used by Contractor in providing collection services shall be
 10 registered with the California Department of Motor Vehicles. All such vehicles
 11 shall have watertight bodies designed to prevent leakage, spillage, or overflow.
 12 Vehicles shall also be equipped with safety features that enable drivers to avoid
 13 making contact with other vehicles, their passengers and/or pedestrians.

14 5.16.3 VEHICLE IDENTIFICATION

15 Contractor's name, local telephone number, and a unique vehicle
 16 identification number for each vehicle shall be displayed on all vehicles.

17 5.16.4 INVENTORY

18 Contractor shall furnish sufficient equipment to provide all service
 19 required under this Agreement. Contractor shall furnish the City a written
 20 inventory of all vehicles, including Collection vehicles, used in providing
 21 service, as part of the Annual Report. The inventory shall list all vehicles by
 22 manufacturer and model year; all equipment by ID number, date of acquisition
 23 and vehicle type.

24 The initial inventory of vehicles to be used to provide services under this
 25 Agreement is attached as Exhibit J.

26 5.16.5 CLEANING AND MAINTENANCE

27 **A. General.** Contractor shall maintain all of its properties, facilities, and
 28 equipment used in providing service under this Agreement in a safe, neat, clean,
 29 and operable condition at all times.

30 **B. Maintenance.** Contractor shall: (i) inspect each vehicle daily to ensure
 31 that all equipment is operating properly and vehicles that are not operating
 32 properly shall be taken out of service until they are repaired and do operate
 33 properly; and (ii) perform all scheduled maintenance functions in accordance
 34 with the manufacturer's specifications and schedule. Contractor shall keep
 35 accurate records of all vehicle maintenance, recorded according to date and
 36 mileage, and shall make such records available to the City upon request.

37 **C. Repairs.** Contractor shall repair, or arrange for the repair of, all of its
 38 vehicles and equipment for which repairs are needed because of accident,
 39 breakdown, or any other cause so as to maintain all equipment in a safe and
 40 operable condition. If an item of repair is covered by a warranty, Contractor shall
 41 obtain warranty performance. Contractor shall maintain accurate records of
 42 repair, which shall include the date/mileage, nature of repair, and the signature of

1 a maintenance supervisor that the repair has been properly performed, and shall
2 make such records available to the City upon request.

3 **D. Storage.** Contractor shall arrange to store all vehicles and other
4 equipment in safe and secure location(s) in accordance with City's applicable
5 zoning regulations.

6 **5.16.6 OPERATION**

7 Vehicles shall be operated in compliance with the California Vehicle
8 Code, and all applicable safety and local ordinances. Contractor shall not load
9 vehicles in excess of the manufacturer's recommendations or limitations imposed
10 by state or local weight restrictions on vehicles. Contractor shall have the right
11 to refuse unsafe loads and/or loads containing illegal materials.

12 **5.17 CONTAINERS**

13 **5.17.1 GENERAL**

14 All Carts, Bins, Roll-Off Containers and Compactors shall be provided to
15 customers as part of services provided by Contractor.

16 Upon termination of the Agreement, the City reserves the right to take
17 ownership of all Carts, Bins, Roll-Off Containers and Compactors, or to request
18 Contractor to remove some or all containers.

19 Contractor shall provide containers for collection of Refuse, Recyclable
20 Materials, and Compostable Materials, which shall be designed and constructed
21 to be watertight and prevent the leakage of liquids. All containers with a
22 capacity of one cubic yard or more shall meet applicable federal regulations on
23 Refuse Bin safety and be covered with attached lids. All Bins, Roll-Off
24 Containers and Compactors shall be painted standard colors and shall
25 prominently display the name and telephone number of the Contractor.

26 **5.17.2 REFUSE CART CONTAINERS**

27 **5.17.2.A SINGLE FAMILY RESIDENTIAL REFUSE CART SERVICE**

28 Contractor shall supply each Single Family Residence with a choice of
29 one (1) 20-, 30-, 60-, or 90-gallon (or equivalent size) Cart for the Collection of
30 Refuse. Single-Family Residences may receive multiple Refuse Carts for an
31 additional fee.

32 Carts must be placed at the public Curbside for efficient Collection by driver.

33 **5.17.2.B MULTI-FAMILY COMPLEX REFUSE CART SERVICE**

34 Contractor shall supply each Multi-Family Residential Complex resident
35 with a choice of one (1) 20-, 30-, 60-, or 90-gallon (or equivalent size) Cart for
36 the Collection of Refuse. Multi-Family Residents may receive multiple Refuse
37 Carts for an additional fee. Multi-Family Residential Complex Generators using
38 Carts for collection of Refuse must place carts at the public Curbside or other
39 location convenient for efficient Collection by driver.

40

1 5.17.2.0 SMALL COMMERCIAL GENERATOR CART SERVICE

2 Contractor shall supply each Small Commercial Generator with one (1)
3 30- 60-, 90-gallon Cart (or equivalent size) for the Collection of Refuse, upon
4 request. Small Commercial Generators may receive multiple Refuse Carts for an
5 additional fee. Commercial Generators using Carts for collection of Refuse must
6 place carts at the public Curbside or other location convenient for efficient
7 Collection by driver.

8 5.17.3 REFUSE BIN CONTAINERS

9 Contractor shall supply each Bin Service Generator with a choice of size (1 to 6
10 cubic yard) and number of Bins for the Collection of Refuse. Large quantity Generators
11 shall be offered the option of selecting a Roll-Off Container or Compactor for Collection
12 of Refuse.

13 5.17.4 RECYCLING CONTAINERS

14 5.17.4.A SINGLE-FAMILY RESIDENTIAL RECYCLING CART
15 SERVICE

16 Contractor shall supply each Single-Family Residence with a Cart
17 for the Collection of Single Stream Recyclable Materials. Carts must be
18 placed at the public Curbside for efficient Collection by driver.

19 5.17.4.B MULTI-FAMILY RESIDENTIAL COMPLEXES
20 RECYCLING CONTAINERS

21 Contractor shall supply each Multi-Family Residential Complex
22 with Recycling Service. Contractor shall work with the managers or
23 owners to determine the appropriate container type and service level for
24 each complex. Bin Service Generators shall have the option of size (1 to 6
25 yard Bins) and number of Bins for the Collection of Recyclable Materials.

26 Multi-Family Residential Complex Generators using Carts for
27 collection of Recyclable Materials must place carts at the public Curbside
28 for efficient Collection by driver.

29 5.17.4.0 COMMERCIAL RECYCLING CONTAINERS

30 Contractor shall supply each Commercial Business with
31 Recycling Service. Contractor shall work with the managers or owners to
32 determine the appropriate container type and service level for each
33 complex. Bin Service Generators shall have the option of size (1 to 6 yard
34 Bins) and number of Bins for the Collection of Recyclable Materials.

35 Commercial Business Generators using Carts for collection of
36 Recyclable Materials must place carts at the public Curbside for efficient
37 Collection by driver.

38 5.17.5 COMPOSTABLE MATERIALS CART SERVICE CONTAINERS

39 5.17.5.A SINGLE-FAMILY RESIDENTIAL COMPOSTABLE
40 MATERIALS CART SERVICE

1 Contractor shall supply each Single-Family Residence with a 90-
2 gallon Cart (or equivalent size) for the Collection of Compostable
3 Materials. Carts must be placed at the public Curbside for efficient
4 Collection by driver.

5 **5.17.6 CART REPAIR AND REPLACEMENT**

6 Contractor shall replace, not more than once per year without charge,
7 containers that have been stolen or lost. Additional Carts shall be charged to the
8 Single-Family Residences and Multi-Family Residential Complex residents at a
9 rate approved by the City in writing.

10

11 **5.18 PUBLIC EDUCATION**

12 **5.18.1 NEW CUSTOMER START-UP PACKET**

13 Contractor shall provide an information packet for new customers. Contractor
14 shall provide, at a minimum, the following items in the packet to new customers:

- 15 • A letter providing a summary of services and contact information
- 16 • A "how to" brochure explaining the overall Recyclable and Compostable
17 Materials programs and the materials to be collected.

18 **5.18.2 INFORMATIONAL NEWSLETTERS**

19 Contractor shall publish and mail informational newsletters twice per year to
20 be mailed to all Generators. Newsletters will include information intended to
21 encourage recycling, source reduction, participation in recycling and greenwaste
22 programs and composting. Newsletters shall address issues affecting residential,
23 multifamily and commercial service as well as general articles and information
24 appropriate to all generators including items such as a discussion of AB 939 policy,
25 updates on the County's diversion achievements, hazardous waste disposal options
26 and other general articles of interest. Additional notices, bill inserts and
27 informational pieces shall be distributed as necessary.

28

29 Newsletters shall promote and advertise other features of the Agreement
30 including Christmas Tree recycling information, Holiday Collection Schedule, and
31 Curbside Used Oil Collection.

32

33 Newsletters will be made available to the City for review prior to distribution.

34

35 **5.18.3 ONGOING EDUCATION AND OUTREACH**

36 **5.18.3A MULTI FAMILY COMPLEX EDUCATION**

37 Multi-Family Complex customers will receive an annual bill insert or
38 other mailers describing solid waste and Recycling Service options. Multi-Family
39 Complex managers or owners may request Contractor conduct an on-site
40 evaluation to enhance recycling at no cost to the Multi Family Complex.

41 Contractor shall provide recycling educational materials to property
42 owners or managers for Multi-Family Complex tenants upon request.

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5.18.3B COMMERCIAL BUSINESS EDUCATION

Commercial Business customers will receive an annual bill insert describing solid waste and Recycling service options. Commercial Business managers or owners may request Contractor conduct an on-site evaluation to enhance recycling at no cost to the Commercial Business.

Contractor shall provide recycling educational materials to Commercial Business owners or managers upon request.

5.18.3C PUBLIC SCHOOL EDUCATION

Contractor shall visit each public school inside the City limits at least one time per year and shall provide information to each school regarding the availability of recycling education presentations by Contractor for classrooms and school assemblies.

Upon request, Contractor shall work with students, teachers, administrators and custodial staff at each school to facilitate and implement effective collection and handling system to maximize recycling at each school facility.

5.18.3D PUBLIC FAIRS

Contractor shall periodically staff informational tables at public events within the City to stimulate and enhance recycling programs and provide waste reduction information to the public.

5.19 PERSONNEL

5.19.1 GENERAL

Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

5.19.2 DRIVER QUALIFICATIONS

All drivers shall be trained and qualified in the operation of waste Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

5.19.3 SAFETY TRAINING

Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection of Refuse, Recyclable Materials, or Compostable Materials or who are otherwise directly involved in such Collection. Contractor shall train its employees involved in Collection to identify, and not to collect, Designated Waste, Hazardous Waste, or Infectious Waste.

5.19.4 NO GRATUITIES

Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public

1 for the Collection of Refuse, Recyclable Materials, and Compostable Materials
2 under this Agreement.

3 **5.19.5 EMPLOYEE CONDUCT AND COURTESY**

4 Contractor shall use its best efforts to assure that all employees present a
5 neat appearance and conduct themselves in a courteous manner.

6 **5.19.6 PROVISION OF FIELD SUPERVISION**

7 Contractor shall designate at least one qualified employee as supervisor of
8 field operations.

9 **5.19.7 CUSTOMER SERVICE/BILLING LIAISON**

10 Contractor shall designate one (1) qualified employee to serve as
11 customer service/billing liaison to the City. The liaison will be available during
12 business hours to coordinate billing, customer service, and operational issues
13 with the City. The designated billing liaison shall be

14 I

15 Office Manager
16 PO Box 1916
17 Santa Rosa CA 95402
18 (707) 586-8266
19 (707) 586-5543
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ARTICLE 6.
STREET SWEEPING SERVICES

Contractor shall perform the following services for the City in an ongoing and timely manner as is necessary to complete the specified work

6.1 STREET SWEEPING METHODOLOGY

Street cleaning for all curb miles identified within the City Limits shall be performed consistent to industry standards as follows:

- A. Contractor shall operate at a speed that will result in adequate cleaning of the streets.
- B. The Contractor shall operate the equipment per factory specifications to clean a path consistent with the width of the sweeper, from the face of the curb towards the center of the street including the flow line of the gutter, that will result in adequate cleaning of the streets.
- C. The Contractor shall sweep the City's commercial areas a minimum of twice weekly and include one of the four residential areas per sweeping day to be swept every other week.
- D. The commercial areas shall be swept beginning at 4 am and be completed by 7:30 am at which time residential sweeping shall begin, to be completed by 4 2 pm.
- E. All asphalt or concrete City streets, regardless of curb and gutter, shall be swept in the normal sweeping schedule as specified by the City.
- F. On streets without curb and gutter, contractor shall clean a path consistent with the width of the sweeper that starts 6 inches to 12 inches for the edge of the pavement and continues toward center of the street.
- G. The Contractor may utilize fire hydrants for the purpose of filling the sweeper with water, as specified by the City.
- H. The Contractor may dump the street sweepings in the City's Public Works yard, to be disposed of by the City, and may wash the street sweeper in the Public Works yard.

6.2 STREET SWEEPING EQUIPMENT

- A. The Contractor shall provide street sweeping equipment comparable to, or better than, a TYMCO regenerative air sweeper, on a chassis, comparable to or better than a Ford LN 700 powered by a 6.6 liter Ford diesel.
- B. The Contractor shall maintain the vehicle in a sound and safe operating condition, per factory specifications, in order to provide optimal performance to the City.
- C. Any deviation from the above specifications must be authorized in writing from the City.

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6.3 OPERATOR RESPONSIBILITIES

- A. The Contractor is responsible for pre and post vehicle inspections in order to provide a safe environment to the operators and to residents.
- B. The Contractor shall operate the street sweeper per factory specifications in order to provide optimal performance to the City.
- C. The Contractor shall sweep all routes established by the City and maintain the existing schedule, unless otherwise directed by the City.
- D. The Contractor shall be responsible for all missed streets, or for streets that are not cleaned adequately with one pass of the sweeper, at no extra cost to the City.
- E. Additional sweeping shall be available in a timely manner upon City request.
- F. The Contractor shall provide the name and telephone number for the Supervisor and Manager responsible for sweeping operations within the City. Contractor is responsible for customer relations, and any and all concerns shall be referred to the Contractor for mitigation.
- G. The Contractor is responsible for submitting quarterly reports to the City documenting sweeping miles, hours worked, any correspondence with the public.
- H. The City may terminate the street sweeping agreement based on any complaint, breach or failure to perform, after the Contractor has been given reasonable opportunity to remedy same.
- I. The Contractor shall post the Sweeping Schedule on the Contractors website and will provide copies to residents by mail upon request.

ARTICLE 7.
OTHER RELATED SERVICES
AND STANDARDS

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5 **7.1 BILLING**

6 CONTRACTOR shall be responsible for the billing and collection of payments from all
7 Generators in the City. CONTRACTOR shall not bill for Collection services rendered to
8 City service units identified in Exhibit A.

9 7.1.1 **CHARGES AND RATES**

10 The Contractor shall charge Service Recipients the service rates
11 established in the Rate Schedule which is attached to and included in this
12 Contract and as may be adjusted under the terms of this Contract.

13 7.1.2 **PRODUCTION OF INVOICES.** The CONTRACTOR shall produce an
14 invoice, in a form and format that is approved by the City, for services
15 received under this Contract no less than four times per year.

16 7.1.3 **PARTIAL MONTH SERVICE.** If, during a month, a Service Unit is added
17 to or deleted from CONTRACTOR'S Service Area, the
18 CONTRACTOR'S billing shall be pro-rated based on the weekly service
19 rate, which is the service rate established in the Rate Schedule divided by
20 four (4), times the number of actual weeks in the month that service was
21 provided to the Service Unit.

22 7.1.4 **PAST DUE ACCOUNTS**

23 Contractor shall utilize the following Collections Procedure for Past Due
24 Accounts

- 25 1. Each past due account will receive at least one phone attempt between 90 and
26 120 days past due.
- 27 2. Each account with a 120 day past due balance will be sent a letter advising
28 they are past due and requiring payment within 30 days.
- 29 3. A second phone attempt will be made after mailing the 120 day notice.
- 30 4. 23 days later all accounts that still have a 120 day past due balance will be
31 sent a letter advising they are past due and requiring payment within 7 days.
- 32 5. A final phone attempt will be made on each past due account.
- 33 6. At 150 days, past due accounts will have received a minimum of three (3)
34 phone attempts and two (2) letters. At this time, service to these accounts
35 shall be stopped and the City notified of all stopped accounts.
- 36 7. Prior to stopping service a manual check of each account will be performed
37 to ensure there are no:
 - 38 a. other active accounts at that address
 - 39 b. active payment plans or arrangements
 - 40 c. accounting or billing errors

1 This process shall be repeated monthly. If there has been no
2 successful contact or resolution the account may be flagged for
3 transfer to an outside collection agency.

4 7.1.3 **ANNUAL PRE-PAYMENT DISCOUNT.** CONTRACTOR shall provide a
5 reduction to the Service Rates as established in Exhibit H for voluntary
6 advance payment for one (1) year of service with the twelfth (12th) month
7 of service provided at no charge in exchange for such advance payment
8 by SFD Service recipients. CONTRACTOR shall advertise the
9 availability of this payment option at least once per year to all SFD
10 subscribers.

11
12 7.2 **SERVICE RATE ELEMENTS.**

13 Collection Service Rates shall consist of some combination of the following elements: a
14 Collection Element, a Disposal Element, a Franchise Fee Element, and such other
15 elements as may be added by the City during the term of this Agreement.

16
17 7.3 **ADJUSTMENTS TO MAXIMUM COLLECTION SERVICE RATES.**

18
19 7.3.1 **ADJUSTMENTS TO DISPOSAL COMPONENT.** Using the Refuse Rate
20 Index (RRI). Beginning on July 1, 2009, and annually thereafter,
21 CONTRACTOR shall, subject to compliance with all provisions of this
22 Article, receive an annual adjustment in the *Collection Components* of the
23 following maximum service rates as set forth in Exhibit H to this Agreement:

24 7.3.1.A SFD Collection Service. All Collection Component lines of the
25 *Collection Component* in Exhibit H.

26 7.3.1.B MFD Collection Service. All Collection Component lines of the
27 *Collection Component* in Exhibit H.

28 7.3.1.0 Commercial Collection Service. All Collection Component lines
29 of the *Collection Component* in Exhibit H.

30 7.3.1.D Other Rates. All Collection Component lines of the *Collection*
31 *Component*, the Push Rates, and Other Rates listed in in Exhibit H.

32 7.3.1.E Large Item Collection Rates. All Collection Component lines of
33 the *Collection Component* in Exhibit I.

34
35 7.3.2 **RRI ADJUSTMENT.** Beginning on July 1, 2009, and annually thereafter
36 during the term of this Agreement, the *Collection Component* of the
37 maximum service rates set forth in Article 7.3.1 above shall be adjusted
38 by the RRI adjustment set forth below. In any year that the calculation of
39 the RRI results in a negative number, there shall be no adjustment of the
40 *Collection Component*. Instead the RRI number shall be the result of the
41 cumulative change in the RRI for the two year period prior and shall be
42 the RRI adjustment for that subsequent year.

43
44 7.3.2.A The RRI adjustment shall be the sum of the weighted percentage
45 change in the Annual Average of each RRI index number between the

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base fiscal year, which shall be the prior preceding calendar year ending December 31 and the preceding fiscal year ending December 31st as contained in the most recent release of the source documents listed in Exhibit G, ("REFUSE RATE INDEX") which is attached to and included in this Agreement. Therefore, the first *Collection Component* rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the calendar year ended December 31, 2007 and the Annual Average of the RRI indices for the calendar year ended December 31, 2008. The RRI shall be calculated using the RRI methodology included in Exhibit G.

7.3.3 ADJUSTMENTS TO DISPOSAL COMPONENT.

7.3.3.ASFD Collection Service. The maximum SFD Solid Waste Collection Service Rate is based on the tipping fee per ton and the Residential Disposal Generation Factor set forth in Exhibit FL

7.3.3.B Tip Fee Changes. Any approved change in the per ton tipping fees, as set forth below, will result in a corresponding change in the appropriate "Monthly Unit Disposal Rate" based on the following formula:

(The new tipping fee x the "Residential Disposal Generation Factor" / one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the change in the franchise fee applied to the disposal rate element.

Will equal: the SFD Solid Waste Collection Service, "Monthly Unit Disposal Rate".

7.3.3.C Commercial Collection Service. The maximum Commercial Solid Waste Collection Service "Disposal Component Rate" is based on the tipping fee per ton and the appropriate Conversion Factor set forth on in Exhibit H. Any approved change in the per ton tipping fees will result in a corresponding change in the "Disposal Component Rate" for Commercial Collection Services as set forth in Exhibit H, based on the following formulas:

7.3.3.C.1 Commercial Bin Rates

((The appropriate "Conversion Factor"/2,000 pounds) x the new tipping fee x the Bin size x the frequency of Collection) / one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the franchise fee applied to the disposal rate element.

Will equal: the Commercial Solid Waste Bin Collection Service "Disposal Component Rate" for the appropriate Bin size and Collection frequency.

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7.3.3.C.2 Commercial Cart Rates

The maximum Commercial Cart Solid Waste Collection Service Rate is based on the tipping fee per ton and the Commercial Cart Disposal Generation Factor set forth in Exhibit H.

7.3.3.D Tip Fee Changes. Any approved change in the per ton tipping fees, as set forth below, will result in a corresponding change in the appropriate "Monthly Unit Disposal Rate" based on the following formula:

(The new tipping fee x the "Commercial Cart Disposal Generation Factor"! one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the change in the franchise fee applied to the disposal rate element.

Will equal: the Commercial Cart Solid Waste Collection Service, "Monthly Unit Disposal Rate".

7.3.4 DISPOSAL ELEMENT RATE ADJUSTMENTS. To be changed based on changes in the tip fee at the Disposal Facility.

7.4 RATE ADJUSTMENT PERIOD By July 1st, 2009, and annually thereafter during the remaining term of the contract, the Contractor shall notify City of the RRI and Tipping Fee adjustments to the affected service rates. Rate adjustments will be effective July 1st of each year and shall be reflected in the next billing cycle. Any increase to rates shall be prorated over the course of the billing year in such a manner to recover any incremental loss in revenue due to the billing cycle.

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ARTICLE 8.
RECORDS _____

8.1 GENERAL

Contractor shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and program management needs of Contractor and AB 939 and other federal and state and local laws and regulations and the requirements of this Agreement. To the extent, such requirements are set out in this and other articles of this Agreement, they shall not be considered limiting or necessarily complete. In particular, this article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content

Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically maintained data/records shall be protected and backed up.

Contractor agrees that the accounting and other records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its agents and/or representatives during normal business hours. Contractor shall allow and permit City or City representative to audit its accounting records and all other records required by this Agreement, and to meet with Contractor personnel to verify data. Contractor shall cooperate to the fullest extent with City during such an audit process.

Unless otherwise herein required, Contractor shall retain all records and data required to be maintained by this Agreement for at least five (5) years after the expiration of this Agreement.

8.1.1 REFUSE RECORDS

Records shall be maintained by Contractor for City relating to:

- A. Service recipient services.
- B. Weight and volume by type (e.g., Refuse, Recyclable Materials, and Compostable Materials). Where possible, information is to be separated among Single-Family Residences, Multi-Family Complexes, and Commercial Businesses
- C. Routes.
- D. Facilities, equipment and personnel used.
- E. Facilities and equipment operations, maintenance and repair.

1 F. Disposal and Processing Facility weight tickets for Refuse, Recyclable
2 Materials, and Compostable Materials. Residue will be allocated as a percent of
3 all materials processed by Contractor.

4 Contractor shall maintain records of all Refuse, Recyclable Materials, and
5 Compostable Materials collected in the City for the period of this Agreement
6 plus five (5) years after its termination. Records shall be in chronological and
7 organized form, and readily and easily interpreted. In the event City requests,
8 Contractor shall provide all records of all Refuse, Recyclable Materials, and
9 Compostable Materials to City within sixty (60) days of discontinuing service.

10 **8.1.2 RECYCLABLE MATERIALS AND COMPOSTABLE MATERIALS**
11 **COLLECTION SERVICE RECORDS**

12 Records shall be maintained by Contractor that relate to:

- 13 A. Recyclable Materials and Compostable Materials sales value;
- 14 B. Weight of material by type

15 **8.1.3 TRANSFER AND DISPOSAL RECORDS**

16 Contractor shall maintain records of transfer, Disposal and Processing of
17 all Refuse, Recyclable Materials, and Compostable Materials collected by
18 Contractor for the period of this Agreement plus five (5) years after its
19 termination. Records shall be in chronological and organized form and readily
20 and easily interpreted. In the event City requests, Contractor shall provide all
21 records of transfer and Disposal or Processing of all Refuse, Recyclable
22 Materials, and Compostable Materials collected by Contractor within thirty (30)
23 days of discontinuing service.

24 **8.2 REPORTS**

25 **8.2.1 GENERAL**

26 Report Formats and Schedule. Records shall be maintained by Contractor
27 in forms and by methods that facilitate flexible use of data contained in them to
28 structure reports, as needed.

29 Contractor may propose report formats that are responsive to the
30 objectives and audiences for each report. The City shall approve the format of
31 each report. Contractor agrees to submit all reports in a format acceptable to the
32 City.

33 Annual reports shall be submitted no later than April 1st, after the close
34 of each fiscal year ending December 31st.

35 All reports shall be submitted to:

36
37 City of Sebastopol
38 Attention: City Manager
39 7120 Bodega Ave
40 Sebastopol, CA 95472
41

1 **8.3** ANNUAL REPORTS

2 **8.3.1** ANNUAL REPORT REQUIREMENTS

3 Annual Reports are due on or before June 1st each year and shall be
4 **presented by Contractor to show the following information:**

5 **A. Refuse Services.** Provide total tonnage by Single-Family Residences
6 and Commercial Businesses. Where possible, tonnages for Multi-Family
7 Residential Complexes will be provided.

8 **B. Recyclable Materials Services.** Provide tonnage by Single-Family
9 Residences and Commercial Businesses. Where possible, tonnages for Multi-
10 Family Residential Complexes will be provided.

11 **C. Recyclable Totals.** Indicate by material type the total of recyclable
12 materials processed and sold.

13 **D. Compostable Materials Service.** Provide tonnage by Single-Family
14 Residences and Commercial Businesses. Where possible, tonnages for Multi-
15 Family Residential Complexes will be provided.

16 **E. Christmas Tree Collection.** Provide total tons diverted.

17 **F. Summarize Annual Outreach Efforts**

18 1) Describe materials distributed

19 2) Provide summary of Commercial Business and Multi-Family
20 Complexes contacted.

21 **G. Pilot and New Programs.** Describe any new or pilot programs initiated
22 during report year.

23 **H. Summary Assessment.** Provide a summary assessment of the overall
24 Refuse, Recyclable Materials, and Compostable Materials program from
25 Contractor's perspective relative to financial and physical status of program.
26 Highlight significant accomplishments and problems.

27 **I. Equipment Inventory.** **The** annual report shall include a complete
28 inventory of equipment used to provide all services. The inventory shall list all
29 vehicles by manufacturer and model year; all equipment by ID number, date of
30 acquisition and vehicle type.

31 Upon request, Contractor shall provide reports to the City Manager on program status.
32 As requested, biannual presentation shall be made to the City Council updating the City
33 on program status.

34 **8.4** FINANCIAL INFORMATION^{1st}

35 On or before June^{1st} after the close of each fiscal year ending December 31,
36 Contractor shall provide the City with an independent CPA statement of applicable cash
37 receipts for the purpose of verifying and reconciling the franchise fee paid to the City.

38 The financial statements and footnotes shall be prepared in accordance with
39 Generally Accepted Accounting Principles (GAAP) consistently applied and fairly
40 reflecting the results of operation and Contractor's financial condition.

1 **8.5 DIVERSION PROGRAMS**

2 Contractor shall build on the diversion, education and other required programs or
3 actions required by this Agreement, in order to meet the diversion requirements of the
4 California Integrated Waste Management Act of 1989 (Act) (California Public
5 Resources Code Section 40000 et seq.).

6 **8.6 RIGHT TO INSPECT RECORDS**

7 The City shall have the right to inspect or review the income tax returns, payroll
8 tax reports, specific documents or records required pursuant to this Agreement, or any
9 other similar records or reports of the Contractor that City Manager or City Council shall
10 deem, in their sole discretion, necessary to evaluate annual reports, rate review
11 applications provided for in this Agreement, and the Contractor's performance provided
12 for in this Agreement. City shall attempt to maintain the confidentiality of the records
13 and information provided in this paragraph, consistent with the necessity of supporting
14 any recommendations to the City Council. Should City receive a Public Records Act
15 request for this information, it shall notify Contractor and Contractor may take whatever
16 legal action may be available to it to prevent these documents and this information from
17 becoming public.

18 **8.7 INSPECTION BY CITY**

19 The designated representatives of the City shall have the right to observe and
20 review Contractor operations and enter its place(s) of business for the purposes of such
21 observation and review at all reasonable hours with reasonable notice.
22

23 **8.8 PUBLIC/CUSTOMER SERVICE AND ACCESSIBILITY**

24 **8.8.1 OFFICE LOCATION**

25 The Contractor shall maintain an office at 3400 Standish Avenue, Santa
26 Rosa, CA 95407 or such other location that is within the municipal limits of the
27 City as they may choose where payments may be made and shall be open during
28 normal business hours.

29 If the office is located outside of the City of Sebastopol, Contractor must
30 ensure that telephone calls to it from locations within the City are billed as "local
31 calls"

32 **8.8.2 OFFICE HOURS**

33 A representative of the Contractor shall be available from 8 a.m. to 5:30
34 p.m. Monday through Friday and from 8:00 a.m. to 3 p.m. on Saturdays to
35 communicate with the public in person and by telephone. A message machine
36 shall be available for residents to leave a message during non-business hours.
37 Calls shall be returned within twenty-four (24) hours, and messages left on
38 Saturday or Sunday shall be returned no later than the end of the next business
39 day. The office may be closed on Sundays, and designated holidays as described
40 in Exhibit E.

1 8.8.3 **TELEPHONE**

2 Contractor shall install telephone equipment sufficient to handle the
3 volume of calls typically experienced on the busiest days

4 The Contractor shall handle all calls regarding services including, but not
5 limited to, billing, account set-up, missed pickups, Complaints, changes in
6 services, Bin repair, and other such service-related issues.

7

8 8.9 **TITLE TO REFUSE**

9 Once Refuse, Recyclable Materials, and/or Compostable Materials are placed in
10 containers and properly placed at the Collection location, ownership and the right to
11 possession shall transfer directly from the Generator to Contractor by operation of this
12 Agreement. Subject to Contractor's objective to meet the AB 939 diversion goals and
13 City's right to direct Contractor to process and dispose of Refuse at a particular licensed
14 site or to dispose of Refuse at a particular licensed Disposal Site, Contractor is hereby
15 granted the right to retain, recycle, process, dispose of, and otherwise use such Refuse, or
16 any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.
17 Subject to the provisions of this Agreement, Contractor shall have the right to retain any
18 benefit resulting from its right to retain, recycle, process, dispose of, or re-use the
19 Refuse, which it collects. Refuse, or any part thereof, which is deposited at a Disposal
20 Site, transformation site, Transfer Station, or Processing Facility shall become the
21 property of the Owner or operator of the facility, once deposited there by Contractor.
22 City may obtain ownership or possession of Refuse placed for Collection upon written
23 notice of its intent to do so; however, nothing in this Agreement shall be construed as
24 giving rise to any inference that City has such ownership or possession unless such
25 written notice has been given by City to Contractor.

26 **8.10 NON-DISCRIMINATION**

27 Contractor shall not discriminate in the provision of service or the employment
28 of persons engaged in performance of this Agreement on account of race, color, religion,
29 sex, age, physical handicap, or medical condition in violation of any applicable federal
30 or state law.

31 **8.11 REPORT OF ACCUMULATION OF REFUSE; UNAUTHORIZED DUMPING**

32 Contractor shall direct its drivers to note (1) the addresses of any Premises at
33 which they observe that Refuse, Recyclable Materials, and Compostable Materials is
34 accumulating and is not being delivered for Collection; and (2) the address, or other
35 location description, at which Refuse has been dumped in an apparently unauthorized
36 manner. Contractor shall deliver the address or description to City within five (5)
37 working days of such observation.

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ARTICLE 9
FRANCHISE FEE & OTHER FEES

9.1 FRANCHISE FEE

In consideration of the rights provided Contractor herein, Contractor shall pay to City ten (10) percent of Gross Revenues derived by Contractor from all services provided in City under this Agreement. This fee may be adjusted by City by resolution. Such adjustment shall be reflected in the rates that the Contractor charges and collects from Generators.

9.2 OTHER FEES

The City shall reserve the right to set "other" fees, as it deems necessary. The amount, time and method of payment, and adjustment process will be set similar to Section 7.1 above. This may include a pass-through to pay the City's share of the Sonoma County Waste Management Agency Joint Powers Authority program fees should they no longer be included in landfill tipping fees.

9.3 ADJUSTMENT TO FEES

City may adjust the amount of the fees annually, if necessary, to recover its costs for Refuse-related services and programs. Such adjustment shall be reflected in the rates that the Contractor charges and collects from Generators.

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ARTICLE 10
INDEMNITY, INSURANCE,
FAITHFUL PERFORMANCE

10.1 AB 939 INDEMNIFICATION

Contractor shall, by implementing in a timely and effective manner, the diversion, education and other required programs or actions required by this Agreement, comply with the diversion requirements for Sebastopol of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.) to attain 50 percent diversion of Refuse from disposal into landfills by the end of the year 2003. In addition to all other relief provided Contractor and City under this Agreement, Contractor agrees to defend, indemnify, and hold harmless, the City Parties from and against all fines and/or penalties imposed by the California Integrated Waste Management Board for operations during the Term of this Agreement in the event the source reduction and Recycling goals or any other requirement of the Act are not met by the Contractor with respect to the waste stream collected under this Agreement and such failure is due to the failure of Contractor to meet its obligations under this Agreement and/or for delays in providing information that prevents Contractor or City from submitting reports required by AB 939 in a timely manner.

10.2 INSURANCE

10.2.1 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office form number CG 0001 covering Commercial General Liability or Comprehensive General Liability Insurance.
- B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement form if applicable.
- C. Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance.

10.2.2 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employer's Liability: Workers' Compensation limits of the statutory level required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

10.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate

1 such deductibles or self-insured retentions as respects the City, its officials, and
2 employees; or (2) the Contractor shall procure a bond guaranteeing payment of
3 losses and related investigations, claim administration, and defense expenses.

4 **10.2.4 OTHER INSURANCE PROVISIONS**

5 The policies are to contain, or be endorsed to contain, the following provisions:

6 **A. General Liability and Automobile Liability Coverage**

7 1) The City, its officials, employees, and volunteers are to be
8 covered as additional insureds as respects (1) liability arising out of
9 activities performed by or on behalf of the Contractor; (2) products and
10 completed operations of the Contractor; (3) Premises owned, leased or
11 used by the Contractor; or (4) automobiles owned, leased, hired or
12 borrowed by the Contractor. The coverage shall contain no special
13 limitations on the scope of protection afforded to the City, its officials,
14 employees, or volunteers.

15 2) The Contractor's insurance coverage shall be primary insurance as
16 respects the City, its officials, employees, and volunteers. Any insurance
17 or self-insurance maintained by the City, its officials, employees, or
18 volunteers shall be excess of the Contractor's insurance and shall not
19 contribute with it.

20 3) Any failure to comply with reporting provisions of the policies
21 shall not affect coverage provided to the City, its officials, employees, or
22 volunteers.

23 4) Coverage shall state that the Contractor's insurance shall apply
24 separately to each insured against whom claim is made or suit is brought,
25 except with respect to the limits of the insurer's liability.

26 **B. All Coverages.** Each insurance policy required by this clause shall be
27 endorsed to state that coverage shall not be suspended, voided, canceled
28 by either party, reduced in coverage or in limits, except after thirty (30)
29 days' prior written notice by certified mail, return receipt requested, has
30 been given to the City.

31 **10.2.5 ACCEPTABILITY OF INSURERS**

32 With the exception of Workers' Compensation Insurance covered by State Fund,
33 the insurance policies required by this section shall be issued by an insurance
34 company or companies authorized to do business in the State of California and
35 with a rating in the most recent edition of Best's Insurance Reports of size
36 category VII or larger and a rating classification of "A" or better.

37 **10.2.6 VERIFICATION OF COVERAGE**

38 Contractor shall furnish Contractor's insurance agent a copy of these
39 specifications and City approved endorsement, and direct the agent to provide the
40 City with certificates of insurance and with original endorsements affecting
41 coverage required by this clause. The endorsements shall be submitted to City on
42 forms provided by the City or on other forms that conform to the City's
43 requirements and are approved the City. Issuance of documentation indicates the

1 Contractor's insurance complies with these provisions. The certificates and
2 endorsements for each insurance policy are to be signed by a Person authorized
3 by that insurer to bind coverage on its behalf. The City reserves the right to
4 require complete, certified copies of all required insurance policies and
5 endorsements at any time.

6 **10.2.7 REQUIRED ENDORSEMENTS**

7 A. The Workers' Compensation policy shall contain an endorsement in
8 substantially the following form:

9
10 1) "Thirty (30) days' prior written notice shall be given to the City of
11 Sebastopol in the event of cancellation, reduction in coverage, or non-
12 renewal of this policy. Such notice shall be sent to:

13 City Manager
14 City of Sebastopol
15 7120 Bodega Ave
16 Sebastopol, CA 95472
17

18 B. The Commercial General Liability Business and Automobile Liability
19 policies shall contain endorsements in substantially the following form:

20 1) "Thirty (30) days' prior written notice shall be given to the City of
21 Sebastopol in the event of cancellation, reduction in coverage, or non-
22 renewal of this policy. Such notice shall be sent to:

23 City Manager
24 City of Sebastopol
25 7120 Bodega Ave
26 Sebastopol, CA 95472
27

28 2) "This policy shall be considered primary insurance as respects any
29 other valid and collectible insurance maintained by the City of
30 Sebastopol, including any self-insured retention or program of self-
31 insurance, and any other such insurance shall be considered excess
32 insurance only."

33 3) "Inclusion of the City of Sebastopol as an insured shall not affect
34 the City's rights as respects any claim, demand, suit or judgment brought
35 or recovered against the Contractor. This policy shall protect Contractor
36 and the City in the same manner as though a separate policy had been
37 issued to each, but this shall not operate to increase the Contractor's
38 liability as set forth in the policy beyond the amount shown or to which
39 the Contractor would have been liable if only one party had been named
40 as an insured.

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ARTICLE 11.
DEFAULT AND REMEDIES

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11.1 EVENTS OF DEFAULT

Each of the following shall constitute an event of default ("Event of Default") hereunder:

- A. Contractor fails to perform its obligations under this Agreement, or future amendment to this Agreement, and (1) if the failure or refusal of Contractor to perform services as described in Section 5.2, Refuse Service; Section 5.3, Recycling Services; Section 5.4, Compostable Materials Program; or Section 5.5, City Facilities and Event Collection, as required by this Agreement, is not cured within two (2) business days after receiving notice from the City specifying the breach; or (2) in the case of any other breach of the Agreement, the breach continues for more than thirty (30) calendar days after written notice from the City for the correction thereof, provided that where such breach cannot be cured within such thirty- (30) day period, Contractor shall not be in default of this Agreement if Contractor shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.
- B. Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
- C. There is a seizure or attachment (other than a pre-judgment attachment) of, or levy affecting possession on, the operating equipment of Contractor, including without limit its vehicles, maintenance, or office facilities, or any part thereof of such proportion as to substantially impair Contractor's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and holidays.
- D. Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Contractor or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of the Contractor for any part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing.
- E. A court having jurisdiction shall enter a decree or order for relief in respect of the Contractor, in any involuntary case brought under any bankruptcy,

1 insolventy, debtor relief, or similar law now or hereafter in effect, or Contractor
2 shall consent to or shall fail to oppose any such proceeding, or any such court
3 shall enter a decree or order appointing a receiver, liquidator, assignee, custodian,
4 trustee, sequestrator (or similar official) of the Contractor or for any part of the
5 Contractor's operating equipment or assets, or orders the winding up or
6 liquidation of the affairs of Contractor.

7 F. Contractor fails to provide reasonable assurances of performance as
8 required under Section 11.7.

9 G. Contractor delivers Refuse to a Disposal Site or Compostable Materials
10 to a Composting Facility other than the specific facilities designated by City,
11 unless Contractor receives written notice from City of a permanent change in
12 designated facility, or City has expressly directed Contractor in writing to
13 temporarily transport Refuse or Compostable Materials to an alternate site due to
14 an inability of City designated facility to accept materials.

15 **11.2 RIGHT TO TERMINATE UPON DEFAULT**

16 Upon the occurrence of a Default by Contractor, the City shall have the right to
17 unilaterally terminate this Agreement upon further ten (10) days' prior notice to
18 Contractor without the need for any hearing, suit or legal action.

19 **11.3 POSSESSION OF PROPERTY UPON TERMINATION**

20 In the event of termination following a Default, the City shall have the right to
21 the use of the Contractors land, to take possession of any and all of Contractor's
22 equipment, and other materials used or useful in the Collection and Transportation of
23 Refuse, Recyclable Materials, or Compostable Materials and the billing and collection of
24 fees for these services and to use such property. The City shall have the right to retain
25 the possession and/or use of such property until other suitable arrangements can be made
26 for the provision of Refuse, Recyclable Materials, or Compostable Materials Collection
27 services, which may include the award of an Agreement to another company. Advance
28 billing revenues collected by Contractor for period of default shall be transferred to City
29 for use in operating collection services until normal operations resume.
30

31 **11.4 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

32 The City's right to terminate the Agreement under Section 11.2 and to take
33 possession of the Contractor's properties under Section 11.3 are not exclusive, and the City's
34 termination of the Agreement shall not constitute an election of remedies, Instead, they shall
35 be in addition to any and all other legal and equitable rights and remedies, which the City
36 may have, including the City's right to recovery on the faithful performance bond (described
37 in Section 9.5 of this Agreement) in the Event of Default.

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

1 **11.5 LIQUIDATED DAMAGES**

2 **11.5.1 GENERAL**

3 The City finds, and Contractor agrees, that as of the time of the execution
 4 of this Agreement, it is impractical, if not impossible, to reasonably ascertain the
 5 extent of damages which shall be incurred by City as a result of a breach by
 6 Contractor of its obligations under this Agreement. The factors relating to the
 7 impracticability of ascertaining damages include, but are not limited to, the fact
 8 that (i) substantial damage results to members of the public who are denied
 9 services or denied quality or reliable service; (ii) such breaches cause
 10 inconvenience, anxiety, frustration, and deprivation of the benefits of the
 11 Agreement to individual members of the general public for whose benefit this
 12 Agreement exists, in subjective ways and in varying degrees of intensity which
 13 are incapable of measurement in precise monetary terms; that (iii) exclusive
 14 services might be available at substantially lower costs than alternative services
 15 and the monetary loss resulting from denial of services or denial of quality or
 16 reliable services is impossible to calculate in precise monetary terms; and (iv) the
 17 termination of this Agreement for such breaches, and other remedies are, at best,
 18 a means of future correction and not remedies which make the public whole for
 19 past breaches.

20 City may reasonably determine the occurrence of events giving rise to
 21 liquidated damages through (1) the observation of its own employees or
 22 representative, or (2) investigation of customer Complaints.

23 Liquidated damages will only be assessed after Contractor has been given
 24 the opportunity but failed to rectify the damages as described in this Agreement.
 25 Prior to assessing liquidated damages, City shall give Contractor notice of its
 26 intention to do so. The notice will include a brief description of the
 27 incident(s)/non-performance. City may review (and receive copies at
 28 Contractor's expense) all information in the possession of Contractor relating to
 29 incident(s)/non-performance. Contractor may, within ten (10) days after
 30 receiving the notice, request a meeting with City. Contractor may present
 31 evidence in writing and through testimony of its employees and others relevant to
 32 the incident(s)/non-performance. City will provide Contractor with a written
 33 explanation of its determination on each incident(s)/non-performance prior to
 34 authorizing the assessment of liquidated damages. The decision of whether to
 35 assess liquidated damages shall be made by the City Council and shall be final.

36 The Decision to assess liquidated damages and the amount of such
 37 assessment shall be made by the City Council and shall be final. Said assessment
 38 of liquidated damages shall be reasonably related proportional to the scale of the
 incident/non-performance

40 **11.6 EXCUSE FROM PERFORMANCE**

41 The parties shall be excused from performing their respective obligations
 42 hereunder in the event they are prevented from so performing by reason of floods,
 43 earthquakes, other "acts of God," war, civil insurrection, riots, acts of any government
 44 (including judicial action), and other similar catastrophic events which are beyond the

1 control of and not the fault of the party claiming excuse from performance hereunder.
 2 Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out,
 3 picketing, or other concerted job action conducted by Contractor's employees or directed
 4 at Contractor is not an excuse from performance and Contractor shall be obligated to
 5 continue to provide service notwithstanding the occurrence of any or all of such events.
 6 In the case of labor unrest or job action directed at a third party over whom Contractor
 7 has no control, the inability of Contractor to make Collections due to the unwillingness
 8 or failure of the third party to provide reasonable assurance of the safety of Contractor's
 9 employees while making Collections or to make reasonable accommodations with
 10 respect to container placement and point of delivery, time of Collection, or other
 11 operating circumstances to minimize any confrontation with pickets or the number of
 12 Persons necessary to make Collections shall, to that limited extent, excuse performance
 13 and provided further that the foregoing excuse shall be conditioned on Contractor's
 14 cooperation in making Collection at different times and in different locations.

15 The party claiming excuse from performance shall, within two (2) days after such
 16 party has notice of such cause, give the other party notice of the facts constituting such
 17 cause and asserting its claim to excuse under this section.

18 In the event that either party validly exercises its rights under this section, the
 19 parties hereby waive any claim against each other for any damages sustained thereby.

20 The partial or complete interruption or discontinuance of Contractor's services
 21 caused by one or more of the events described in this article shall not constitute a default
 22 by Contractor under this Agreement. Notwithstanding the foregoing, however, (1) the
 23 existence of an excuse from performance will not affect the City's rights under Section
 24 10.1; and (2) if Contractor is excused from performing its obligations hereunder for any
 25 of the causes listed in this section for a period of thirty (30) days or more, other than as
 26 the result of third party labor disputes where service cannot be provided for reasons
 27 described earlier in this section, the City shall nevertheless have the right, in its sole
 28 discretion, to terminate this Agreement by giving ten (10) days' prior notice to
 29 Contractor, in which case the provisions of Section 11.3 will apply.

30 **11.7 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

31 If Contractor (1) is the subject of any labor unrest including work stoppage or
 32 slowdown, sick-out, picketing, or other concerted job action; (2) appears in the
 33 reasonable judgment of City to be unable to regularly pay its bills as they become due; or
 34 (3) is the subject of a civil or criminal judgment or order for violation of an
 35 environmental law, and the City Manager determines in good faith that Contractor's
 36 ability to perform under the Agreement has thereby been placed in substantial jeopardy,
 37 the City may, at its option and in addition to all other remedies it may have, demand
 38 from Contractor reasonable assurances of timely and proper performance of this
 39 Agreement, in such form and substance as the City Manager determines in good faith is
 40 reasonably necessary in the circumstances to evidence continued ability to perform under
 41 the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely
 42 and proper performance in the form and by the date required by City, such failure or
 43 refusal shall be an Event of Default for purposes of Section 11.1.

ARTICLE 12.
OTHER AGREEMENTS OF THE
PARTIES

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12.1 RELATIONSHIP OF PARTIES

The parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and not as an officer or employee of the City nor as a partner or joint venture with the City. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of the City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Refuse Collection and Disposal services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor, nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, Workers' Compensation benefits, or any other benefits, which accrue to City employees by virtue of their employment with the City.

12.2 COMPLIANCE WITH LAW

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all applicable laws, permits, and licenses of the United States, the State of California, and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the Term.

12.3 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 JURISDICTION

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of Sonoma County in the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the parties agree that this Agreement is made in and will be performed in Sonoma County.

12.5 GUARANTY OF CONTRACTOR'S PERFORMANCE

A Performance Bond in a form acceptable to the City shall guarantee Contractor's performance of this Agreement. The Guaranty is being provided concurrently with Contractor's execution of this Agreement.

12.6 ASSIGNMENT

Neither party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party

1 shall be void and the attempted assignment shall constitute a material breach of this
2 Agreement. Consent shall not be unreasonably withheld.

3
4 For purposes of this section, "assignment" shall include but not be limited to (i) a
5 sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to
6 service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of 10
7 percent (10%) or more of the outstanding common stock of Contractor or parent
8 company or holding company to a Person other than a direct family member or trust that
9 exclusively benefits family members; (iii) any reorganization, consolidation, merger,
10 recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow
11 arrangement, liquidation or other transaction to which Contractor, parent company, or
12 holding company or any of its shareholders is a party which results in a change of
13 ownership or control of 10 percent (10%) or more of the value or voting rights in the
14 stock of Contractor or a parent company, or holding company; and (iv) any combination
15 of the foregoing (whether or not in related or contemporaneous transactions) which has
16 the effect of any such transfer or change of ownership. For purposes of this section, the
17 term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in
18 interest pursuant to the assignment.

19
20 All costs incurred by the City related to Assignment, shall be reimbursed by the
21 Contractor or Assignee prior to final approval of Assignment by the City.

22 **12.7 SUBCONTRACTING**

23 Contractor shall not engage any subcontractors for Collection, Processing, or
24 Disposal of Refuse, Recyclable Materials, and Compostable Materials without the prior
25 written consent of the City.

26 **12.8 BINDING ON SUCCESSORS**

27 The provisions of this Agreement shall inure to the benefit to and be binding on
28 the successors and permitted assigns of the parties.

29 **12.9 TRANSITION TO NEXT CONTRACTOR**

30 At the point of transition, Contractor will take direction from the City and
31 subsequent Contractor(s) to assist in an orderly transition, which will include Contractor
32 providing route lists and billing information. Contractor will not be obliged to sell
33 Collection vehicles to the next Contractor. Depending on Contractor's circumstances at
34 the point of transition, the Contractor at its option may enter into negotiations with the
35 next Contractor to sell (in part or all) Collection vehicles.

36 In connection therewith, Contractor acknowledges that the provisions of Public
37 Resources Code Sections 49520-49523 have no application to this Agreement and
38 agrees, to the extent such sections may have application, to waive whatever rights they
39 may afford.

40 **12.10 PARTIES IN INTEREST**

41 Nothing in this Agreement, whether express or implied, is intended to confer any
42 rights on any Persons other than the parties to it and their representatives, successors,
43 and permitted assigns.

1 **12.11 WAIVER**

2 The waiver by either party of any breach or violation of any provisions of this
3 Agreement shall not be deemed to be a waiver of any breach or violation of any other
4 provision nor of any subsequent breach or violation of the same or any other provision.
5 The subsequent acceptance by either party of any monies which become due hereunder
6 shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation
7 by the other party of any provision of this Agreement.

8 **12.12 NOTICE**

9 All notices, demands, requests, proposals, approvals, consents, and other
10 communications which this Agreement requires, authorizes, or contemplates all, except
11 as provided in Section 10.1, be in writing and shall either be personally delivered to a
12 representative of the parties at the address below or be deposited in the United States
13 mail, first class postage prepaid, addressed as follows:

14 If to City:

15 City of Sebastopol
16 Attention: City Manager
17 7120 Bodega Ave
18 Sebastopol, CA 95472

19
20 If to Contractor: James Salyers, Vice President
21 Redwood Empire Disposal
22 P.O. Box 1916
23 Santa Rosa, CA 95402

24
25 The address to which communications may be delivered may be changed from
26 time to time by a notice given in accordance with this section.

27 Notice shall be deemed given on the day it is personally delivered or, if mailed,
28 three days from the date it is deposited in the mail.

29 **12.13 REPRESENTATIVES OF THE PARTIES**

30 References in this Agreement to the "City" shall mean the City Council and all
31 actions to be taken by the City shall be taken by the City Council except as provided
32 below. The City Council may delegate authority to the City Manager, or their designee.
33 The Contractor may rely upon actions taken by such delegates if they are within the
34 scope of the authority properly delegated to them.

35 The Contractor shall, by the Effective Date, designate in writing a responsible
36 officer who shall serve as the representative of the Contractor in all matters related to the
37 Agreement and shall inform the City in writing of such designation and of any
38 limitations upon his or her authority to bind the Contractor. The City may rely upon
39 action taken by such designated representative as actions of the Contractor unless they
40 are outside the scope of the authority delegated to him/her by the Contractor as
41 communicated to City.

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IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

ATTEST: CITY OF SEBASTOPOL ("City")

By Mary C. Gandy
City Clerk

By Sarah Glade Gurney
Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney
California

REDWOOD EMPIRE DISPOSAL, INC., a corporation ("Contractor")

By: [Signature]
Name: JAMES R. SALYERS
Title: Vice President 10/19/08

By: [Signature]
Name: JAMES R. SALYERS
Title: Secretary

**EXHIBIT A
CITY SERVICE LOCATIONS**

Contractor shall provide containers and collection of Refuse, Recyclable Materials and Compostable Materials to all City facilities identified herein. Contractor shall also provide collection of Refiise contained in City-owned cans located throughout the City. Servicing of all City facilities and cans shall be provided at no additional charge to the City.

Corporation Yard	714 Johnson Street
City Hall	7120 Bodega Hwy
Fire Station	7425 Bodega Hwy
Police Station	370 Johnson Street
Senior Center	167 High Street
Ives Park/Pool	7400 Willow
Libby Park	7985 Valentine Ave
Sebastopol Community Center	390 Morris Street
Laguna Park	390 Morris Street
High School District Office	462 Johnson Street
Luther Burbank Farm	7781 Bodega Ave
Sebastopol Regional Library	7140 Bodega Ave

City Cans in downtown area and bus stops

**EXHIBIT B
BATTERY BUCKET LOCATIONS**

Location of Participant	Address	Phone	Location
Fire Station	Bodega Ave		In lobby
City Hall	7120 Bodega Avenue	(707) 823-7863	In lobby
Sebastopol Regional Library	7140 Bodega Ave.	(707) 823-7691	In lobby

City may add up to two additional locations. Contractor shall collect batteries from all locations unless directed by City to collect at one or more centralized locations.

**EXHIBIT C
CITY-SPONSORED EVENTS**

Contractor shall provide solid waste and recycling containers and services to the following events:

- Apple Blossom Festival
- Art/Music Series in the Plaza during the Summer
- Roma Festival
- Sustainability /Solar Fairs sponsored by the City

The City may designate up to six additional City-Sponsored Events per year to receive solid waste and recycling services.

EXHIBIT D
RECYCLABLE MATERIALS

The Single Recyclable Materials Stream shall include:

Paper:

- Newspaper
- Corrugated cardboard
- Mixed paper
- Junk mail
- Phone books
- Magazines
- Office Paper
- Computer paper
- Envelopes
- Post-it Notes
- Catalogs
- Manuals
- Colored Paper
- Stationary
- Shredded Paper
- NCR Paper

Glass

- Glass - household food and beverage bottles and jars

Metal

- Aluminum cans
- Metal cans — household food and beverage containers
- **Empty aerosol cans**
- **Lids from Jars**

Plastic Containers

- **Milk containers**
- **Soda** and water bottles
- Plastic containers — household food and beverage containers
- Yogurt and margarine tubs
- Deli containers

Rigid Plastics Containers

- Recycle Crates
- Laundry baskets
- Five Gallon Buckets
- Plastic lawn furniture

Cartons/Boxes/Bags

- Paper Egg Cartons /Brown paper cartons
- Milk cartons
- Cereal boxes
- Shoe Boxes
- Plastic bags or film (LDPE/HDPE)
- Cracker boxes
- Tissue Boxes
- Frozen Food boxes
- Juice Cartons

**EXHIBIT E
CONTRACTOR HOLIDAY LIST**

Holidays Contractor's Office May Be Closed:

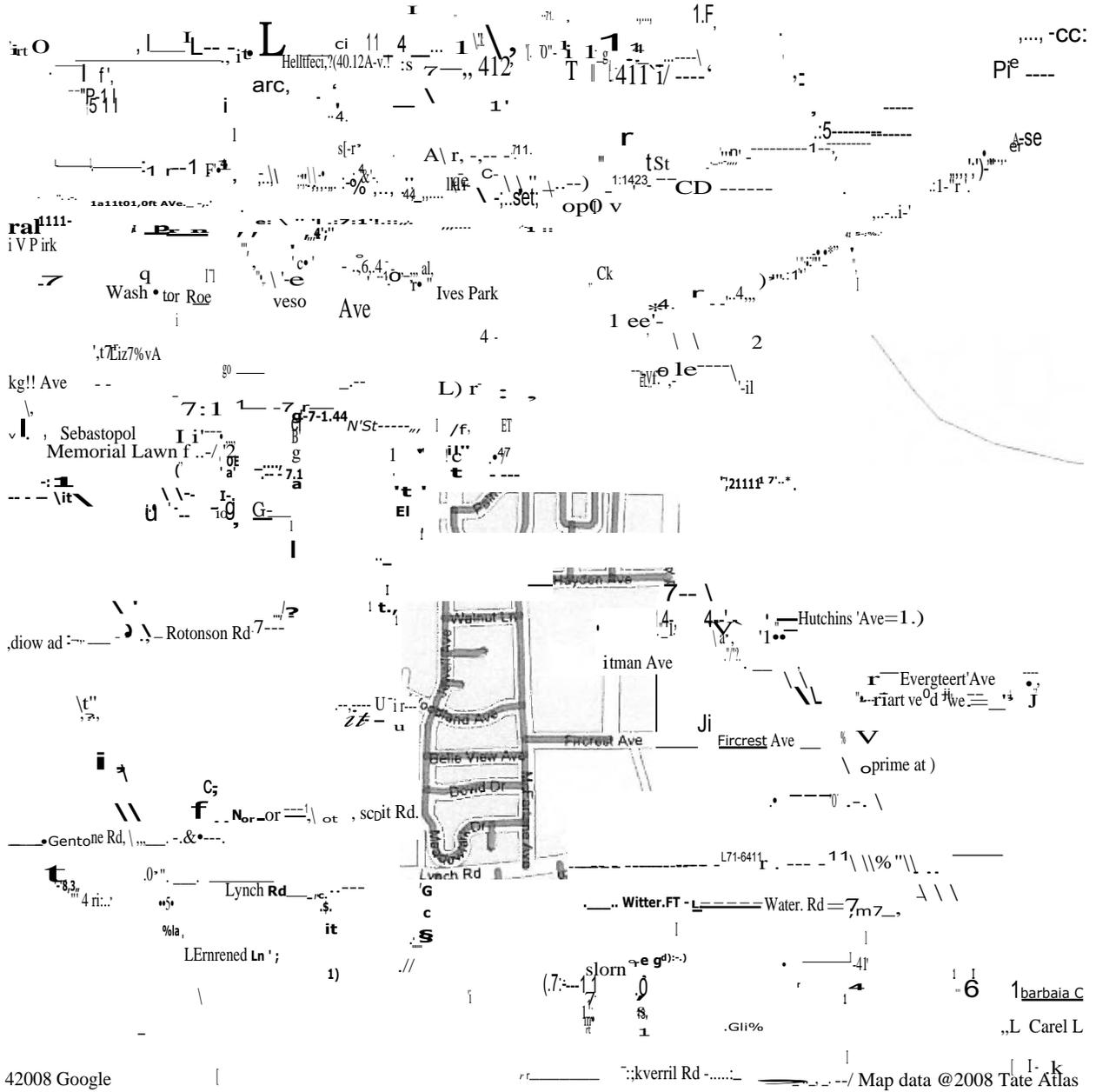
- New Year's Day
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

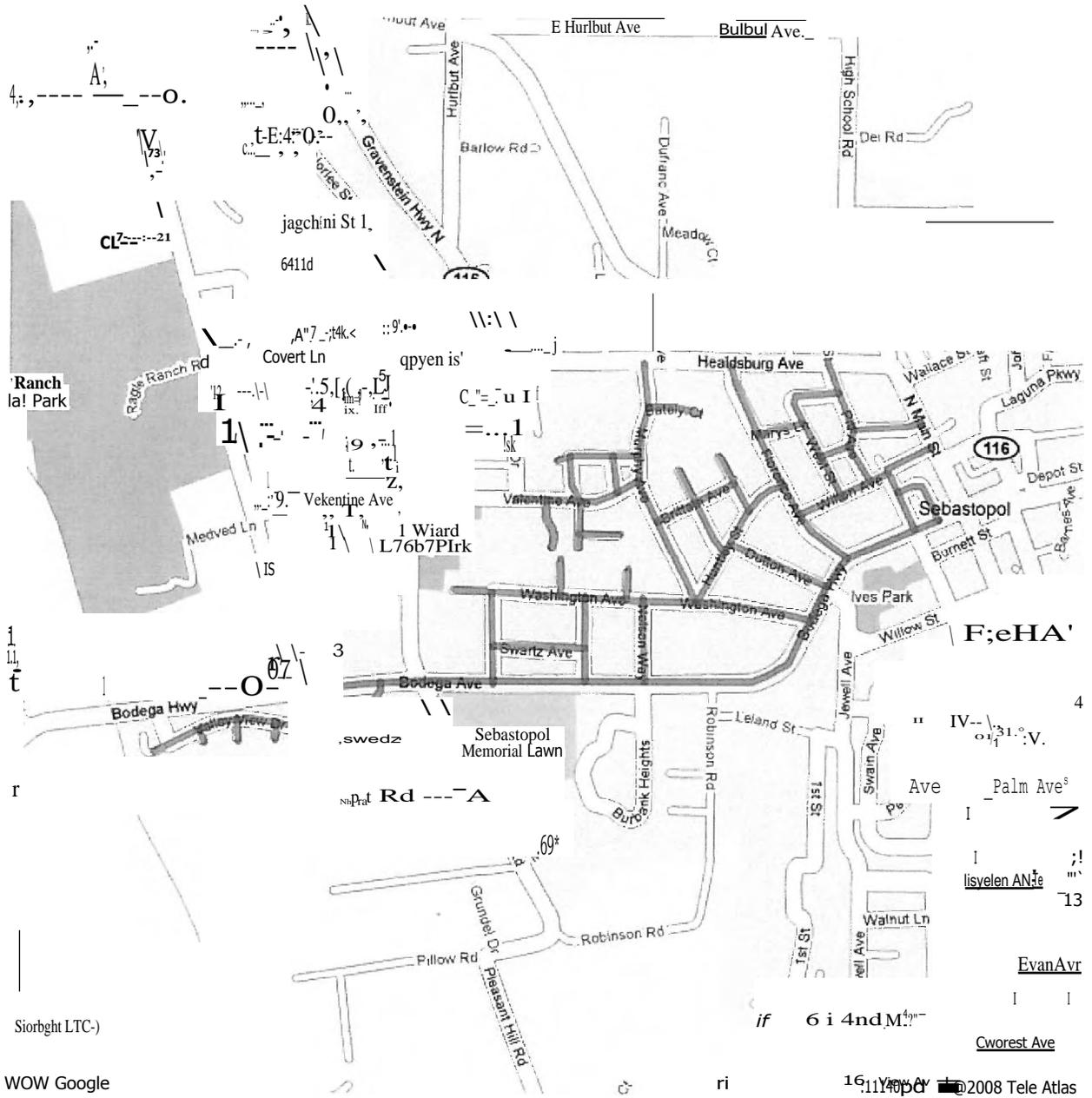
Collection Service Holidays May Be Observed:

(Some commercial accounts may require Collection on the observed holidays)

- New Year's Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- ChristmasDay

EXHIBIT F STREET SWEEPING MAPS





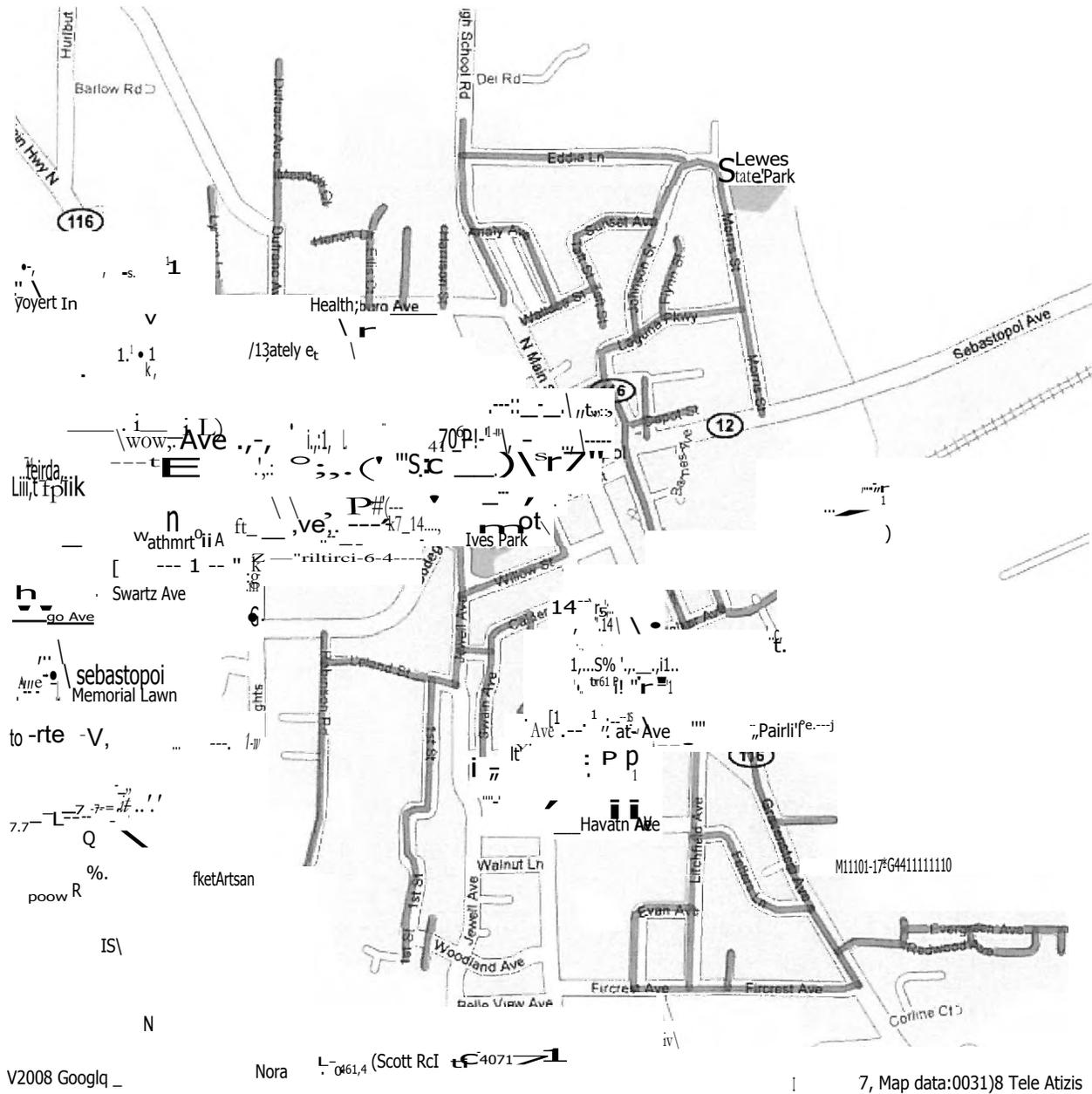


EXHIBIT G
REFUSE RATE FINANCIAL STATEMENT FORM

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts.

List payroll tax accounts directly related to the above salary accounts.

Fuel List all fuel costs.

Vehicle Replacement: List all Collection and Collection related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to Collection or Collection related vehicles.

Vehicle Maintenance: List all Collection or Collection related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Agreement. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

The "Refuse Rate Index" adjustment shall be calculated in the following manner:

1. The expenses of providing Collection Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.
2. The expenses of providing Collection Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement.

Cost Category Index

Labor: Series ID: cis201s000000000i Service-Producing Industries

City of Sebastopol Collection Services Agreement

December 5, 2008

Fuel: Series ID: wpu057303; Commodity Code 0573-03 #2 Diesel Fuel

Vehicle Replacement: Series ID: pcu3362113362111 Truck, bus, car and other vehicles bodies, for sale separately

Vehicle Maintenance: Series ID: pcu3339243339243 Parts and attachments for Industrial work trucks

All Other: Series ID: cuur0000sa0 seventy-five percent (75%) of Consumer Price Index, All Urban Consumers, All Items

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index.

**EXHIBIT H
RATE SCHEDULE**

CITY OF SEBASTOPOL
 PROPOSED RATES
 EFFECTIVE JANUARY 1, 2009

EXHIBIT H

DESCRIPTION	NEW MONTHLY RATE	Residential Disposal Generation Factor	Solid Waste Disposal Component \$82.00	Collection Component	Franchise Fee Component 10.00%
RESIDENTIAL					
20 GAL CAN 1XWK	\$7.00	0.0115	\$1.44	\$4.86	\$0.70
32 GAL CAN 1XWK	\$12.26	0.0290	\$2.38	\$8.65	\$1.22
64 GAL CAN 1XWK	\$22.50	0.0420	\$3.44	\$16.81	\$2.25
96 GAL CAN 1XWK	\$37.50	0.0740	\$6.07	\$27.68	\$3.75
2 32 GAL CAN 1XWK	\$24.50	0.0580	\$4.76	\$17.30	\$2.44
3 32 GAL CAN 1XWK	\$36.75	0.0870	\$7.13	\$25.95	\$3.67
4 32 GAL CAN 1XWK	\$49.00	0.1160	\$9.51	\$34.60	\$4.89
5 32 GAL CAN 1XWK	\$61.25	0.1450	\$11.89	\$43.25	\$6.11
64 GAL CAN 1XWK	\$22-50	0.0420	\$3.44	\$16.81	52.25
2 64 GAL CAN 1XWK	\$45.00	0.0840	\$6.89	\$33.62	\$4.49
3 64 GAL CAN 1XWK	\$67.50	0.1260	\$10.33	\$50.43	\$6.74
2 96 GAL CAN 1XWK	\$75.00	0.1480	\$12.14	\$55.36	\$7.50
TOTAL RESIDENTIAL					
COMMERCIAL					
1.5 YD 1XWK	\$171.19	*	\$53.30	\$100.77	\$17.12
1.5 VD 2XWK	\$298.73	*	\$106.60	\$162.26	\$29.87
2 `I'D 1XWK	\$202.59	v	\$71.34	\$110.99	\$20.26
2 YD 2XWK	\$353.14	*	\$142.68	\$175.15	\$35.31
3 YD 1XWK	\$281.07	*	\$106.60	\$146.37	\$28.10
3 YD 2XWK	\$491.54	*	\$213.20	\$229.19	\$49.15
3 YD 5XWK	\$1,121.61	*	\$533.00	\$476.46	\$112.15
4 YD 1XWK	\$315.03	*	\$141.85	\$141.67	\$31.50
4 YD 2XWK	\$605.11	*	\$283.72	\$260.88	\$60.51
4 YD 3XWK	\$865.49	*	\$425.58	\$353.37	\$86.54
4 YD 4XWK	\$1,125.82	*	\$567.44	\$445.81	\$112.57
4 YD 5XWK	\$1,386.18	*	\$709.30	\$538.27	\$138.61
6 VD 1XWK	\$395.07	*	\$213.20	\$142.37	\$39.50
6 YD 2XWK	\$734.54	*	\$426.40	\$234.69	\$73.45
6 YD 3XWK	\$1,078.04	*	\$639.60	\$330.65	\$107.79
32 GAL CAN 1XWK	\$24.30	0.0600	\$4.92	\$16.95	\$2.43
64 GAL CAN 1XWK	\$31.71	0.1300	\$10.66	\$17.88	\$3.17
96 GAL CAN 1XWK	\$38.98	0.1900	\$15.58	\$19.50	\$3.90
2 2 YD 1XWK	\$405.18	r	\$142.68	\$221.98	\$40.52
2 3 YD 1XWK	\$562.14	*	\$213.20	\$292.74	\$56.20
2 3 YD 2XWK	\$983.08	*	\$426.40	\$458.38	\$98.30
2 4 VD 1XWK	\$630.06	*	\$283.72	\$283.34	\$63.00
2 4 `I'D 2XWK	\$1,210.22	*	\$567.44	\$521.76	\$121.02
24 VD 3XWK	\$1,730.98	*	\$851.16	\$706.74	\$173.08
2 1.5 YD 1XWK	\$342.38	*	\$106.60	\$201.54	\$34.24
3 2 YD 1XWK	\$607.77	*	\$214.02	\$332.97	\$60.78
3 3 YD 1XWK	\$843.21	*	\$319.80	\$439.11	\$84.30
3 4 YD 2XWK	\$1,890.18	*	\$851.16	\$850.02	\$189.00
2 32 GAL 1XWK	\$48.60	*	\$9.84	\$33.90	\$4.86
2 64 GAL 1XWK	\$63.42	*	\$21.32	\$35.76	\$6.34
2 96 GAL 1XWK	\$77.96	*	\$31.16	\$39.00	\$7.80
3 32 GAL CAN 1XWK	\$72.90	*	\$14.76	\$50.85	\$7.29

CITY OF SEBASTOPOL
 PROPOSED RATES
 EFFECTIVE JANUARY 1, 2009

EXHIBIT H

DESCRIPTION	NEW MONTHLY RATE	Residential Disposal Generation Factor	Solid Waste Disposal Component	Collection Component	Franchise Fee Component
			\$82.00		10.00%
3 96 GAL CAN 1XWK	\$116.94	*	\$46.74	\$58.50	\$11.70
4 32 GAL CAN 1XWK	\$97.20	*	\$19.68	\$67.80	\$9.72
4 64 GAL CAN 1XWK	\$126.84	*	\$42.64	\$71.52	\$12.68
4 96 GAL CAN 1XWK	\$155.92	*	\$62.32	\$78.00	\$15.60
4 96 GAL CAN 2XWK	\$311.84	▾	\$124.64	\$156.00	\$31.20
5 96 GAL CAN 1XWK	\$194.90	*	\$77-90	\$97.50	\$19.50
7 32 GAL CAN 1XWK	\$170.10	*	\$34.44	\$118.65	\$17.01
8 32 GAL CAN 1XWK	\$194.40	*	\$39.36	\$135.60	\$19.44
9 96 GAL CAN 1XWK	\$350.82	*	\$140.22	\$175.50	\$35.10
3 YD COMPACTOR 2XWK	\$917.94	*	\$639.60	\$186.55	\$91.79
OTHER RATES					
Cleanup Bin (3 days)	\$175.00		\$24.60	\$132.90	\$17.50
Extra Yard Waste Cart (per month)	\$11.80				
Replacement Cart (after 1x per year)	\$75.00				
Return Top Charge	\$15.00				
Cotaminated YW/RRY Cart	\$20.00				
Contaminated RRY Bin (per yard plus \$20.00)	\$54.19				
Push Rate (per trip per 25 feet - bin)	\$44.96				
Walk-in Charge (per trip per 25 feet - cart)	\$7.11				
*Commercial Conversion Factor	200.00	lbs/yd			

**EXHIBIT I
BULKY ITEM RATE SCHEDULE**

For each item after one, subtract \$20 from total cost

<u>ITEM</u>	Collection Component	Disposal Element		TOTAL FEE	
<u>Furniture</u>					
Twin	\$40	\$25	per set	\$65	per set
Double/ Full	\$40	\$25	per set	\$65	per set
Queen	\$40	\$25	per set	\$65	per set
King	\$40	\$25	per set	\$65	per set
Bed Frame	\$40	\$10		\$50	
Couch (under 6 ft.)	\$40	\$10		\$50	
Upholstered Chairs	\$40	\$10		\$50	
Wooden Chairs	\$40	\$10		\$50	
Dinette Tables	\$40	\$10		\$50	
<u>Household Items</u>					
Rug (9x12)	\$40	\$10		\$50	
Vacuum	\$40	\$10		\$50	
<u>Appliances</u>					
Water Heater 35 Gal	\$40	\$10		\$50	
Water Heater 40-50 Gal	\$40	\$10		\$50	
Water Heater 100 Gal	\$40	\$10		\$50	
Oven	\$40	\$15		\$55	
Oven (Stove top)	\$40	\$15		\$55	
Oven-Stove Unit	\$40	\$15		\$55	
Microwave	\$40	\$10		\$50	
Garbage Compactor	\$40	\$10		\$50	
Dishwasher	\$40	\$10		\$50	
Fridge	\$40	\$25		\$65	
Freezer	\$40	\$25		\$65	
Air Conditioner	\$40	\$25		\$65	
Washing Machine	\$40	\$15		\$55	
Dryer	\$40	\$15		\$55	
<u>Building Materials</u>					
Household Doors	\$40	\$10		\$50	
Sink	\$40	\$10		\$50	
Toilets	\$40	\$10		\$50	
Windows (less than 3' by 4' only)	\$40	\$10		\$50	
<u>Yard & Garden</u>					
Gas Mower (must be drained of gas & oil)	\$40	\$10		\$50	
BBQ	\$40	\$10		\$50	
Ping Pong Table	\$40	\$10		\$50	
Exercise Bike	\$40	\$10		\$50	
Swing Sets	\$40	\$10		\$50	
Bike	\$40	\$10		\$50	
<u>Electronics</u>					
Computer Monitor	\$40	\$10		\$50	
Television	\$40	\$10		\$50	
Large screen Television	\$50	\$10		\$60	

Console Television	\$50	\$10	\$60	
Stereo Equipment	\$40	\$10	\$50	
VCR/Home Entertainment	\$40	\$10	\$50	
Printer/Fax	\$40	\$10	\$50	
Copier (table top)	\$40	\$10	\$50	
			\$100	
Copier (stand alone)	\$40	\$75	min	
		price	price	
Oversize office equipment	\$50	varies	varies	
Car Parts				
<hr/>				
Engine Block (completely drained of fluids)	\$40	\$10	\$50	
Car Seat	\$40	\$10	\$50	
Bumper/Grill etc	\$40	\$10	\$50	
Passenger vehicle tire	\$40	\$10	\$50	
Truck or tractor tire			special	pricing
			applies	
Additional Items				
<hr/>				
Items under 60#	\$40	\$10	\$50	
		price	price	
Items over 60#	\$50	varies	varies	
		price	price	
Items requiring special handling or disposal	\$50	varies	varies	

EXHIBIT J
EQUIPMENT INVENTORY (as of January 1, 2009)

VEH #	YEAR	MAKE	TYPE	VIN	LIC #
906R	1998	VOLVO	AUTOMATED	4VMDCMHEOW N747517	7J89320
900R	1999	VOLVO	AUTOMATED	4VMDCMHEOXN765369	5W 1703 4
205R	1999	VOLVO	FRONTLOADER	4VMDCMHEOXN768188	7P68315
104R	1988	FORD	SWEEPER	1FDWR72P6JVA56608	2NQJ178
702R	1999	VOLVO	ROLL-OFF	4VHJCMGF3XN867678	7P68060

9001	2006	STERLING	SPLITBODY	49HHBVCY06 RW11404	8D20761
9002	2006	STERLING	SPLITBODY	49HHBVCY66RW11407	8E51428

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MONTHLY FRANCHISE FEE REMITTANCE
TO
CITY OF SEBASTOPOL

Month APRIL 2009

Flat Fee Due \$11,610.62

Sebastopol

Title 5 Biz Regulations

Chapter 42 Collection and Disposal

5.42.040 Collection:

A. **All garbage, wet garbage, or refuse of any kind, shall be removed by the City of Sebastopol, its agents, employees or permittees, or representatives**, at least once every seven (7) days, unless otherwise directed by the Health Officer or the City Manager of the City of Sebastopol.

B. Health Officer or City Manager Directs Removal- **It shall be the duty of any collector engaged in or conducting the business of collecting garbage, wet garbage, and/or rubbish by contract with the City of Sebastopol** or acting as its agent, permittee, or representative, under this ordinance, when directed by the Health Officer or City Manager of the said City of Sebastopol **to Immediately call at any premises in the City of Sebastopol to which said rubbish or garbage collector** may be directed by the said Health Officer or City Manager, and where garbage, wet garbage and/or rubbish is accumulated **and there collect and remove said garbage, wet garbage, and/or rubbish in accordance with the provisions of this ordinance.**

C. It is unlawful for any person other than the "Contract Agent", as defined herein, or his agents or employees, to engage in the business of collecting, disposing of, transporting, carrying or conveying through the streets, alleys or public thoroughfares of the City, any garbage, refuse, rubbish, or those recyclable materials which are intended to be disposed of in accordance with the City wide weekly curbside recycling program initiated July 1, 1989.

FRANCHISED HAULER'S AGREEMENT TO BE BOUND BY CITY'S WASTE DELIVERY COMMITMENT

This agreement is entered into between Recology Sonoma Marin, a California corporation ("Franchised Hauler"), the City of Sebastopol ("City") and Republic Services of Sonoma County, Inc. ("Contractor"). All other words and phrases in this agreement with initial capital letters are defined in the attached Waste Delivery Agreement.

This agreement shall become effective on the date of the closing of the transactions contemplated by the Asset Purchase Agreement dated August 11, 2017 between Recology Inc., the parent company of Franchised Hauler, and The Ratto Group of Companies Inc. and its owners and affiliated entities.

Franchised Hauler acknowledges that it has read and understood the foregoing Waste Delivery Agreement ("Waste Delivery Agreement") between the City and Contractor. Franchised Hauler agrees to fully honor and comply with the City's Waste delivery obligations to Contractor in the Waste Delivery Agreement, and as the Waste Delivery Agreement may hereafter be modified or extended by the City and Contractor at their sole discretion. Franchised Hauler shall deliver all such Waste to Contractor and the County Facilities as required by and in accordance with the Waste Delivery Agreement. The Term of Franchised Hauler's obligations hereunder shall be coterminous with the Term of the City's Waste Delivery Agreement with Contractor, and therefore will not expire until the Term of the Waste Delivery Agreement, as it may be extended by City and Contractor, expires.

Without limiting the generality of the foregoing, Franchised Hauler agrees that:

1. Notwithstanding any other term, condition or provision in Franchised Hauler's franchise agreement with the City, Franchised Hauler will deliver all Committed City Waste that is collected, transported or otherwise handled by Franchised Hauler to the Contractor and County Facilities for the Term of the Waste Delivery Agreement, as it now exists or may hereafter be modified or extended, except for Waste that is excluded from the City's Waste delivery obligation to Contractor as described in Section 2.2 and Exhibit B of the Waste Delivery Agreement. Franchised Hauler shall do all things necessary and execute any further agreements or instruments required to effectuate Franchised Hauler's obligation in this agreement. In addition, Franchised Hauler shall deliver all Construction and Demolition Debris collected in the City to the County Facilities. This agreement by Franchised Hauler amends, supersedes and controls over any contrary or inconsistent provision in any agreement that Franchised Hauler has, or may hereafter enter into, with the City.

2. Franchised Hauler shall pay Contractor's invoices for delivery of Waste collected by Franchised Hauler in the City within thirty (30) days of the date of the invoice. Any unpaid invoiced amounts not paid within said thirty (30) days shall bear interest at the rate of one and one half percent (1.5%) per month until paid. Contractor

shall be entitled to recover its attorneys' fees, expert witness fees and all other costs of litigation incurred in collecting delinquent invoices from Franchised Hauler.

3. Franchised Hauler shall commence the City-wide collection of Food Waste from commercial Premises in the City when directed to do so by the City. The Franchised Hauler's costs of this program are being fully compensated through the Facility Operations Service Fee as defined in the Agreement for the Operation of Sonoma County Transfer Stations and Material Recovery Facility dated March 21, 2013 between The Ratto Group of Companies, Inc and Republic Services of Sonoma County, Inc. that has been subsequently assigned to Recology Sonoma Marin., Franchised Hauler agrees not to seek additional compensation from City or Contractor for the Franchised Hauler's costs of implementing and conducting the commercial Food Waste collection program for the Term of the Agreement.

4. Franchised Hauler shall commence the City-wide collection of dry commercial Mixed Waste from commercial Premises in the City when directed to do so by the City. The Franchised Hauler's costs of this program are being fully compensated through the Facility Operations Service Fee as defined in the Agreement for Operation of Sonoma County Transfer Stations and Material Recovery Facility dated March 21, 2013 between The Ratto Group of Companies, Inc and Republic Services of Sonoma County, Inc. that has been subsequently assigned to Recology Sonoma Marin. Franchised Hauler agrees not to seek additional compensation from City or Contractor for the Franchised Hauler's costs of implementing and conducting the dry commercial Mixed Waste collection program for the Term of the Agreement.

5. Franchised Hauler shall defend and indemnify the City from and against any and all losses and liabilities associated with the Franchised Hauler's breach of this Agreement.

6. The parties acknowledge that the implementation of the Waste Delivery Agreement will result in an increase in the cost of disposal at the County Facilities. City agrees that Franchised Hauler may pass through the increase in disposal costs arising from and after the Effective Date of the Waste Delivery Agreement. Franchised Hauler shall promptly notify City of the rate increase for each service provided by Franchised Hauler necessary to defray the increased cost of disposal at the County Facilities under the Waste Delivery Agreement.

7. This agreement shall bind Franchised Hauler and its subcontractors and affiliates and each of their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Franchised Hauler's Agreement To Be Bound by City's Waste Delivery Commitment.

<p>Dated: <u>12/20/17</u></p>	<p>CITY OF SEBASTOPOL</p> <p>By: </p> <p>Name: <u>Larry McLaughlin</u></p> <p>Title: <u>City manager</u></p>
<p>Dated: <u>12/15/17</u></p>	<p>CONTRACTOR:</p> <p>REPUBLIC SERVICES OF SONOMA COUNTY, INC., A DELAWARE CORPORATION</p> <p>By: </p> <p>Name: <u>Michael Caprio</u></p> <p>Title: <u>Area President - West</u></p>
<p>Dated: <u>12 20 17</u></p>	<p>FRANCHISED HAULER:</p> <p>RECOLOGY SONOMA MARIN, A CALIFORNIA CORPORATION</p> <p>By: </p> <p>Name: <u>Michael J. Saggiadomo</u></p> <p>Title: <u>President & Chief Executive Officer</u></p>

Recology
 Reviewed by:

 Legal

From: Danielle Connor <danielle@retrograderoasters.com>

Sent: Thursday, March 30, 2023 11:29 AM

To: Diana Rich <drich@cityofsebastopol.org>; Neysa Hinton <NHinton@cityofsebastopol.org>; Mary Gourley <mgourley@cityofsebastopol.org>; citycouncil@cityofsebastopol.org; szollman@cityofsebastopol.org; jmclewis@cityofsebastopol.org; smaurer@cityofsebastopol.org

Cc: Casey Lanski <casey@retrograderoasters.com>

Subject: Waste Management Contract

Hello,

I'm writing today in support of the City of Sebastopol continuing their contract with Recology, our current waste management company. As a [California Certified Green Business](#) in the food and beverage industry serving our community, one of my main daily focuses is waste and educating my team and customers. As you can imagine, my business uses a ton of disposable wares and I've made it our mission to cut down on waste and ensure I am making the best purchasing decisions on behalf of my customers while being mindful of the city's goals and ordinances around waste as well.

I have found working with Recology and specifically Ambrosia Thompson, Recology's Waste Zero Specialist, to be vital to not only my business' zero waste goals, but also our entire city. If we lose Recology, we lose Ambrosia who has been working with our community to achieve waste goals for years. Aside from working with Ambrosia, I have found that when I have a need Recology is quick to respond and do a fantastic job of keeping my rubbish area clean as well as our city trash cans. I also appreciate being in the community of Sebastopol, where we share climate goals and eco-friendly values and firmly believe that Recology is helping us - and will continue to help us to achieve them.

Ambrosia has been able to help me educate my team on the proper sorting of our trash, helped me find food service items that are genuinely compostable and meet the city of Sebastopol's strict [Zero Waste Food Ware Ordinance](#). She has provided me with great education around what is actually compostable when it comes to to-go wares. In this day and age, there is so much PLA "plant plastic" being sold, marketed and even manufactured in our County as being commercially compostable when in fact, in Sonoma County, it is not. Ambrosia is out here educating us on all of this. As a small business owner navigating a sea of supplies to choose from, it's super helpful to know I can reach out to Ambrosia when I need guidance to ensure what I'm buying can actually be composted in our county.

In addition to all the education I've gotten from Ambrosia, she has gone above and beyond to help me educate other tenants in my building (of which there are almost 2 dozen people we share the rubbish area with) to make sure they are also sorting trash properly. She has helped me add locks to our dumpsters so outside people are not contaminating them with non-compostable or non-recyclable materials.

As the City of Sebastopol continues to make climate goals like the [Climate Action Framework that was unanimously voted to be adopted in July of 2022](#), it's important to recognize that the choices made when it comes to waste management directly impact that. Continuing to work with companies who have shown us through their actions that they are reputable and reliable is important. Putting the contract out to bid and sacrificing this important relationship with Recology sends a confusing message to the businesses and people in our community. **We need to extend our contract with Recology to keep our actions in line with our values.**

Thank you,

Danielle & Casey

Owners, Retrograde Coffee Roasters

From: Shelley Brown <siegle@mcn.org>
Sent: Monday, April 3, 2023 3:24 PM
To: Ambrosia Thomson <AThompson@recology.com>

LETTER FORWARDED TO AMBROSIA THOMSON FROM SHELLEY BROWN. SHELLEY BROWN ALSO SENT THE LETTER DIRECTLY TO SEBASTOPOL CITY COUNCIL MEMBERS

Dear ,

We are perennial volunteers for Farm Trails, providing a greening program that diverts all the discards produced by the annual Gravenstein Apple Fair held at Ragle Park.

For the past six years that we have been involved, we have appreciated the outstanding support from Recology for the fair's zero waste goals. In addition to a sponsorship, Recology has supported the fair with in-kind donation of bins and hauling services. Recology Waste Zero Specialist, Ambrosia Thomson, has provided on-site assistance and information during the fair, which has been instrumental in helping to educate vendors and the public about how to achieve zero waste.

During the past fair, attended by about 14,000 people, diversion resulted in a net of about one pick-up truck of true garbage. We could not have accomplished this without our local hauler's support, and we want to recognize and thank Recology for its commitment to the community.

Sincerely,

Alan Siegle

Shelley Brown

From: Judith Morgan <jem1943@icloud.com>

Sent: Monday, April 10, 2023 8:21 AM

To: Mary C Gourley <mgourley@cityofsebastopol.org>; citycouncil@cityofsebastopol.org

Subject: I support the renewal of Recology's contract

I am writing to support the renewal of the contract of Recology with the City of Sebastopol.

I am a resident of Burbank Heights and Orchards. Recology has been very supportive of the needs of our low-income senior community. Ambrosia Thomson has visited our community on many occasions and answers questions from residents very often. She has enthusiastically supported our Zero Waste Program. She has provided our residents with compost buckets and bags for recyclable items. These bags help to deter the practice of putting plastic bags into the recycling containers. Her efforts have significantly reduced the amount of waste going to the landfill from Burbank Heights and Orchards.

Burbank Heights and Orchards has received good service from Recology. Damaged containers are replaced promptly. It is very uncommon for pick-ups to be delayed. The drivers are courteous and friendly. They are mindful of the safety concerns of driving through our senior community.

During the time Recology has been the waste hauler for Sebastopol, the ratio of pounds of total trash to the pounds taken to compost or recycling has dramatically improved. During the tenure of the previous hauler, over 50% of the waste went to the landfill, which amounted to over 7 pounds per person per day. This percentage violated State regulations. According to the most recent data available, the landfill waste per person per day has gone down to about 3.8 pounds per day. Through the efforts of Recology and the citizens of Sebastopol, a remarkable amount of energy has been saved and emissions prevented. What an accomplishment! Of course, it is hoped that working together with Recology, Sebastopol's waste per person can be lowered even more. I have gained this information as part of my participation in the Zero Waste Working Group of the Climate Action Committee.

I enthusiastically support the renewal of the contract with Recology.

Yours truly,

Judy Morgan

From: Sunny Galbraith <galbraithsunny@gmail.com>

Sent: Monday, April 10, 2023 8:32 PM

To: Diana Rich <drich@cityofsebastopol.org>

Subject: concern about city seeking new bids for garbage hauling contract

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Hi Diana,

I heard that the council is considering seeking new bids for the garbage/ recycle/ compost hauling contract, rather than simply renegotiating and updating the contract with Recology. I am concerned about this and wanted to express how happy I have been with Recology as a resident, educator, and zero waste advocate.

Back in 2016 I was part of a large coalition of environmental and labor organizations that worked together to get cities in the county to choose a new garbage hauler (previously the hauler for most of the region was Ratto). We organized a campaign to ask councils to select a hauler with both high labor and environmental standards, and were very happy when most councils in the county selected Recology.

Recology has been wonderful to work with. I have been coordinating my school's (Orchard View and Apple Blossom) compost and recycling program for 15 years, and have also helped Analy with their program. Since Recology became our hauler, they have been a huge support to both programs: donating supplies and signage, teaching lessons in our classrooms, helping student volunteers organize waste audits and zero waste upgrades, helping reduce waste at school events, helping coordinate edible food recovery programs with schools, and mentoring Sebastopol high school students for the annual SRJC Climate Action Night event.

Recology has also been an amazing partner in the City of Sebastopol's zero waste efforts: providing a Waste Zero specialist to serve on the Zero Waste and Climate Action Committees, assisting the committees with

developing Zero Waste policies and event guidelines, and organizing zero waste efforts at events such as the Apple Blossom Festival and Gravenstein Apple Fair.

In addition to the amazing environmental advocacy and support that Recology provides, I am very satisfied with their residential hauling, education, and resources. I also appreciate that they are a great employer in our area. One of the students that I worked with 14 years ago on compost and recycling at my school (back when he was a fifth grader) just got hired as a Waste Zero Specialist with Recology. He is serving as a mentor for Analy students with this year's SRJC Climate Action Night event. It is wonderful that Recology provides living-wage jobs that allow our young people to be able to afford to live and contribute to the community in this area.

I think it would be a huge loss for our community if we were to lose the support and continuity of relationships with Recology, as well as the high-quality jobs they provide.

I heard that this idea of soliciting new bids for the garbage hauling contract will be discussed at the April 18th council meeting, and I plan to share these same thoughts at public comment.

Thank you,
Sunny Galbraith

From: brandon@gravensteingrill.com <brandon@gravensteingrill.com>

Sent: Monday, April 10, 2023 11:22 PM

To: Ambrosia Thomson <AThompson@recology.com>

LETTER FORWARDED TO AMBROSIA THOMSON FROM BRANDON PARKHURST. BRANDON PARKHURST ALSO SENT THE LETTER DIRECTLY TO SEBASTOPOL CITY COUNCIL MEMBERS

Dear Sebastopol City Council,

I would like to voice my support for renewing the garbage and recycling collection contract to Recology Sonoma Marin. I am a local resident and business owner in Sebastopol, which has given me an opportunity to interact with Recology in a variety of contexts.

As are many people here in Sebastopol, I am conscious of our waste footprint and its effect on our planet's future. I've always made an honest attempt at my home and the restaurants I operate to maximize the amount of waste going into compost as a first option, and recycling as a second. Landfill is the bin of last resort.

Recology has done an excellent job of reinforcing this line of thinking with their pricing models and their outreach programs. Not only have they been responsive to our questions about compostable and recyclable products, but they've been proactive about making sure we're handling our waste properly and effectively.

Garbage collection is an often overlooked utility – a vital resource in managing our landscape, both in our cities where waste is removed from, and in the spaces the waste is transferred to. Partnering with a waste management company that aligns with our values, those of minimal permanent landfill solutions, and maximizing natural compost, reusability and recycling, is key to ensuring a better future for our city and its children.

Please vote to renew Recology as our waste management partner.

Sincerely,
Brandon Parkhurst

Sebastopol Rate Comparison												
Primary												
Sebastopol	Santa Rosa	South Sonoma County	West Sonoma County	West Marin	Windsor (Comm. MSW, RCY & ORG)	Cloverdale	Cotati	Rohnert Park	Healdsburg	Petaluma	Sonoma Garbage Co.	
<i>Date Rates Effective:</i>	7/1/2022	1/1/2023	4/1/2023	4/1/2023	4/1/2023	4/1/2022	12/1/2022	1/1/2023	7/1/2022	1/1/2023	7/1/2022	7/1/2022
<i>Next Rate Adjustment:</i>	7/1/2023	1/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2023	9/1/2023	1/1/2024	7/1/2023	1/1/2024	7/1/2023	7/1/2023
<i>Franchise Fee %:</i>	13.4%	14.0%	11.0%	11.0%	18.0%	10.0%	12.0%	23.0%	15.0%	10.0%	22.0%	Unknown
	So. Co. LF	So. Co. LF	So. Co. LF	So. Co. LF	Redwood LF	So. Co. LF	So. Co. LF	So. Co. LF	So. Co. LF	So. Co. LF	Redwood LF	So. Co. LF
<i>MSW Disposal Rate/Ton:</i>	\$155.47	\$155.47	\$150.47	\$150.47	\$74.39	\$148.25	\$155.47	\$155.47	\$155.47	\$155.47	\$97.36	So. Co. LF
Residential												
20 gallon	\$ 15.26	\$ 32.52	\$ 41.21	\$ 41.22	\$ 35.44	\$ 24.99	\$ 24.81	\$ 18.62	\$ 14.84	\$ 22.55	\$ 14.83	\$ -
32 gallon	26.65	36.57	48.26	65.92	53.76	32.69	34.00	26.18	27.21	29.84	26.25	20.87
64 gallon	48.58	53.40	91.62	115.81	100.80	50.19	53.35	68.66	42.50	42.69	49.79	43.98
96 gallon	81.10	81.79	135.10	165.77	161.13	76.13	68.99	105.81	66.34	57.76	82.13	66.87
Commercial												
32 gallon	42.13	50.89	48.26	65.92	59.09	237.55	49.36	37.82	27.21	42.88	46.06	-
64 gallon	56.89	101.81	91.62	115.81	118.28	250.96	95.89	75.59	42.50	66.37	80.08	-
96 gallon	83.12	152.84	135.10	165.77	177.36	319.88	142.52	113.41	66.34	81.32	114.18	-
1.5 yard	319.68	419.66	405.25	521.30	408.97	705.68	281.58	299.56	212.68	377.17	389.98	-
2 yard	380.60	512.11	507.47	655.26	506.36	878.87	351.87	396.25	283.69	472.81	458.13	266.98
3 yard	530.79	626.01	634.35	818.95	613.48	1,285.05	436.78	495.71	425.43	649.03	612.98	394.12
4 yard	602.21	783.51	754.71	974.29	474.85	1,629.17	515.56	590.37	567.28	809.32	673.47	522.39
6 yard	745.19	1,062.50	1,227.65	1,286.13	1,236.15	NA	746.33	937.11	850.97	1,032.96	921.71	-