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# ATTACHMENT A
## Definitions

**Act: "Act"** means the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, *et seq.*) as amended and as implemented by regulations of CalRecycle or its successor. The Act includes, but is not limited to, legislation enacted subsequent to the original Solid Waste Management Act (AB 939) such as AB 1594, AB 341, AB 1826 and SB 1383, which are all codified at PRC Section 40000, *et seq.*

**Affiliate:** "Affiliate" means any Person who or which is related to the Contractor by virtue of a direct or indirect ownership interest or common management. Affiliates include (1) a Person in which the Contractor has a direct or indirect ownership interest, (2) a Person which has a direct or indirect ownership interest in Contractor, and (3) a Person which is owned or controlled by any person which has a direct or indirect ownership interest in Contractor.

For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of the Internal Revenue Code, in effect as of the Effective Date, shall apply except that "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and Section 318(a)(3)(C).

**Agreement:** "Agreement" means this Agreement between the City and Contractor dated as of _____, 2023, including all attachments, and any amendments hereto.

**Alternative Daily Cover or "ADC":** "Alternative Daily Cover" (or "ADC) means cover material other than earthen material placed on the surface of the active face of a Municipal Solid Waste landfill at the end of each operating day to control vectors, fires, odors, blowing litter and scavenging. Federal regulations require landfill operators to use six (6) inches of earth material as daily cover unless other materials are allowed as alternatives. CalRecycle has approved eleven (11) ADC material types. Generally, these materials must be processed so that they do not allow gaps in the exposed landfill face. Prior to 2014, Yard Trimmings included in the list of CalRecycle-approved ADC materials and use of Yard Trimmings as ADC still counted as diversion of the Yard Trimmings materials for purposes of the Act. AB 1594, passed and signed into law in 2014 phases out the use of Yard Trimmings as ADC effective January 1, 2020. As of that date no Yard Trimmings can be used as ADC and still count as diversion. As of January 1, 2020, any Yard Trimmings used as ADC are counted as Disposed tons for purposes of the Act. [See Section 7.09 for the prohibition on use of materials collected in City, as well as products, byproducts and residue from processing Collected materials, as ADC.]

**Alternative Fuel Vehicle:** "Alternative Fuel Vehicle" means a vehicle whose engine design uses a fuel that is in full compliance with the South Coast Air Quality Management District's rules and regulations including, but not limited to, Rule 1193. Alternative Fuel Vehicles includes, but is not limited to, vehicles powered by electricity, clean natural gas, liquefied natural gas, and hydrogen.

**Applicable Laws:** "Applicable Laws" means all federal, state, county and local laws, regulations, rules, orders, judgments, decrees, permits, approvals or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued, or amended thereafter, including, without limitation, City's Municipal Code and the Act.

**Authorized Customer Representative:** "Authorized Customer Representative" means the Person (including but not limited to, the owner or on-site manager) who has decision-making authority to subscribe to Collection services provided by Contractor and to approve payment of

the bills for MSW, Recyclable Materials, Food Scrap/Yard Trimmings and all other Collection services provided by Contractor. The Authorized Customer Representative may be the Resident themselves, or for an HOA or gated community the Authorized Customer Representative may be the property management company, property manager or other designee hired or appointed by the board of the HOA or the community. In cases where a Customer has retained the services of a waste broker or waste arranger, the Authorized Customer Representative is the Person who has been given the decision-making authority by the Customer for the subject Residential Premises within the City.

**Bin Sensors:** "Bin Sensors" means electronic (IoT) and/or other wireless devices that have the capability of monitoring and alerting the business, the Franchisee and/or the City regarding the fullness of the Bin, whether or not the Bin has been emptied (tipped), and visualizing the contents of the bin. Some bin sensors may have the capability to provide photographs of materials in the Bin. As the technology for Bin Sensors develops, Bin Sensors may also become capable of detecting Contamination (as defined herein) in Bins.

**Bioengineered Feedstock:** means a mixture of materials utilized in wastewater treatment plants (WWTP's) or publicly owned treatment works (POTW's) to produce biogas, Bioengineered Feedstock may include greases from the WWTP grease trap, and Source-Separated Food Scraps from Commercial Customers and Multi-family Customers with centralized Collection service.

**Bulky Items:** "Bulky Items" means furniture, mattresses, couches and loveseats (including sleeper sofas), chairs and other small pieces of furniture, water heaters, refrigerators, ranges, washers, dryers, dishwashers, and other similar items (often referred to as "white goods"), and other large, bulky or heavy objects not normally discarded on a regular basis at Residences including Single Family Dwellings, Multi-Family Dwellings and Commercial and Business Establishments. Bulky Items must not be more than eight (8) feet in length, or more than four (4) feet wide, and must not exceed once hundred fifty (150) pounds. Bulky Items does not include the following: automobile bodies, Construction and Demolition Debris, tires, oil, antifreeze and other hazardous substances, Household Hazardous Waste, Electronic Waste, Universal Waste, fluorescent bulbs, household batteries, MSW, Recyclable Materials, Food Scraps, Yard Trimmings, or items requiring more than two (2) persons to remove. [See also the definition of "Household Hazardous Waste" for materials Collected by Contractor as part of the Household Hazardous Waste Door-to-Door Collection program.

**CalRecycle:** "CalRecycle" means the California Department of Resources Recycling and Recovery, the successor agency to the former California Integrated Waste Management Board.

**Cart:** "Cart" means a Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of 32-35 gallons, 60-67 gallons, and 90-100 gallons.

**City:** "City" means the City of Laguna Beach, a municipal corporation, and all of the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term.

**Clean Materials Recovery Facility (Clean MRF):** "Clean Materials Recovery Facility" or "Clean MRF" means a MRF, or that portion of a MRF that processes Recyclable Materials such as Single-Material Recyclables and Single Stream Recyclable Materials, containing no more than the maximum residue allowed by CalRecycle permit regulations (10% residue).

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**Collection:** "Collection" or "Collect" means the taking of physical possession of MSW, Recyclable Materials, Yard Trimmings, Food Scraps, Construction and Demolition Debris or other materials from Customers, and their transport to a Processing Facility, transfer station or landfill.

**Commercial and Business Establishments or Commercial:** "Commercial and Business Establishments" or "Commercial" means any premises occupied by stores, offices, office buildings, federal, state and local government offices (excluding schools), warehouses, factories, hotels, motels, restaurants and other Commercial facilities providing goods or services and all other premises used for other purposes than dwelling houses. For purposes of the implementation of programs described in Attachment B, all Tonnage tracking and reporting described in Article 11, and the Incentives described in Article 10, "Commercial Tons" shall include only Tons Collected from Commercial and Business Establishments and shall not include any Tons Collected from Multi-Family Carts or Bins. [See Article 11.]

**Community Association:** "Community Association" means a Homeowner's Association, an association that governs a gated community, or any other organized elected or appointed governing entity for a group of residences located in City.

**Community Composting Site:** "Community Composting Site" means any activity that Composts Yard Trimmings, Food Scraps, and agricultural material alone or in combination, and the total amount of feedstock and Compost on-site at any time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in CCR 17855(a)(4).

**Compactor:** "Compactor" means an enclosed rectangular or square metal container containing a ramrod to condense and compress the contents, and is typically used to store MSW, Yard Trimmings, Recyclable Materials, Food Scraps, Organics or other materials. Compactors may be small (3 cubic yards and 4 cubic yards) for use on Commercial Premises, or large (10 cubic yards, 20 cubic yards, 30 cubic yards and 40 cubic yards) for use at large Commercial businesses, construction sites, hotels, supermarkets and other large retail stores. A special vehicle equipped with hooks and a winch to pull the Compactor on to the railed bed of the vehicle transports compactors.

**Compost:** "Compost" is the product resulting from the controlled biological decomposition of organic material that are source-separated from the MSW stream and that has been sanitized through the generation of heat and processed to further reduce pathogens' (PFRP), as defined by the U.S. EPA (Code of Federal Regulations Title 40, Part 503, Appendix B, Section B), and stabilized to the point that it is beneficial to plant growth. Compost bears little physical resemblance to the raw material from which it originated. Compost is an organic matter source that has the unique ability to improve the chemical, physical, and biological characteristics of soils or growing media. It contains plant nutrients but is typically not characterized as a fertilizer.

**Compost Appliance:** "Compost Appliance" means an enclosed on-site device that utilizes aerobic microbial digestion of food scraps to produce compost or other soil amendment(s). Compost Appliances may be utilized by residents, restaurants, hospitals, cafeterias and any other generators of Food Scraps.

**Compost Facility:** "Compost Facility" means a facility that processes one or more of the following that have been source-separated from MSW: Food Scraps, Yard Trimmings, Wood, and Food-Soiled Paper such as paper napkins and paper towels by means of outdoor windrow composting,

aerated static pile composting, covered composting, vermiculture, or other outdoor composting methods or covered composting with use of either finished Compost or fabric, synthetic or other type(s) of cover(s) applied to the compost piles. Compost Facility also includes in-vessel Composting that is not anerobic digestion.

**Composting:** "Composting" means the creation of Compost.

**Compost Products:** "Compost Products" means mulch, gravel, soil amendments, special Compost blends (such as for specific agricultural uses or crops) and all other products created or produced from Food Scraps, Wood, and/or Yard Trimmings Collected from within City.

**Construction and Demolition (C&D) Debris:** "Construction and Demolition Debris" or "C&D Debris" means all inert material of every nature, description or kind, which has resulted from the building or demolition of a structure, pavements, sidewalks, curbs, gutters, and other concrete structures, including all lumber scraps, shingles, plaster, sheetrock, packaging, rubble, brick, stone, concrete, asphalt, dirt, rock and other building materials.

**Construction and Demolition (C&D) Debris Processing Facility:** "Construction and Demolition (C&D) Processing Facility" means a facility that accepts C&D Debris for separation. Materials separated may be further processed to prepare them for sale or re-use (e.g. removing nails from wood, grinding of concrete and asphalt). The facility then markets the materials for re-use.

**Container or Containers:** "Container" or "Containers" means any object designed and used to hold MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Wood or Construction and Demolition Debris to be Collected by the Contractor. Containers include Carts, Bins, open-top Roll Off Boxes, and Compactors.

**Containerized**: "Containerized" means MSW, Recyclable Materials, and Food Scraps/Yard Trimmings placed in a Cart or a Bin with the lid in a fully closed position. Containerized also includes MSW, Recyclable Materials, and Food Scraps/Yard Trimmings placed in a Roll Off Box. (See also the definition of 'Non-containerized".)

**Contamination or "Contaminant":** "Contamination" or "Contaminant" means materials which are not specified for Collection in particular Carts, Bins or Roll Off Boxes or for processing at any Processing Facility and which would either interfere with such processing or reduce the quality and value of the Recovered Materials. For example, metals and plastics constitute "Contamination" if placed in a green-lidded Cart designated to contain only Food Scraps and Yard Trimmings. Tree trimmings constitute "Contamination" if placed in a blue-lidded Recyclable Materials Cart. Contamination of MSW means the presence of Divertible Materials in the MSW Cart such as Recyclable Materials, Food Scraps, and/or Yard Trimmings.

**Contractor:** "Contractor" means CR&R Incorporated.

**County:** "County" means the County of Orange.

**Customer:** "Customer" means the owner, occupant, tenant or user of Premises at which MSW, Recyclable Materials, Yard Trimmings, Food Scraps, Bulky Items, Electronic Waste, Universal Waste and/or Household Hazardous Waste is generated and collected by Contractor. The

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Customer is the Person Generating such materials. The Customer may be a separate Person from the Authorized Customer Representative, who may arrange for and/or pay for, Collection service provided by Contractor.

**Divertible or Divertible Materials:** "Divertible" or "Divertible Materials" means Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris, Food Soiled Paper (if directed by City), Electronic Waste, Universal Waste, and all other materials that can be diverted from Disposal. Divertible Materials includes, but is not limited to, all materials required to be Diverted from Disposal by City, CalRecycle or any state or federal agency.

**Disabled Persons:** "Disabled Persons" means Customers that have been issued a handicapped placard from the California Department of Motor Vehicles, received written documentation from a medical doctor, or otherwise obtained approval to receive special Disabled Person services pursuant to this Agreement.

**Disposal:** "Disposal" or "Disposed" means the burying of MSW at a fully permitted landfill.

**Disposal Charge:** "Disposal Charge" means the cost, charge or tip fee at a Disposal Site that is paid by Contractor.

**Disposal Site:** "Disposal Site" means the City-designated landfill(s), or other facility(ies) used for the Disposal of MSW. "Disposal Site" also includes the City-designated transfer station(s) used to transfer MSW delivered in Collection vehicles into larger trucks and trailers which transport the MSW to the City-designated landfill(s).

**Diversion**: "Diversion" or "to Divert" means any combination of Recycling, sorting, Composting, and/or other Processing activities conducted at a Clean MRF, a Compost Facility, a Construction and Demolition Debris Processing Facility or another City-approved Processing Facility in order to prepare, use and/or market the materials for reuse, remanufacture, reconstitution or to otherwise return the materials to the economic marketplace and to prevent the materials from being Disposed in a landfill.

**Diversion Programs:** "Diversion Programs" means Collection of Recyclable Materials, Yard Trimmings, Food Scraps, Wood, Construction and Demolition Debris, and processing of said materials at a Clean MRF, a Compost Facility, a Construction and Demolition Debris Processing Facility or other Processing Facility. Diversion Programs include all programs operated by the Contractor, the City, Residents, Businesses, Customers or other Persons that have the effect of diverting MSW from landfill. Diversion Programs includes all of the programs included in the City's Source Reduction and Recycling Element and all of the programs included in Attachment B.

**Edible Food For Human Consumption:** "Edible Food For Human Consumption" or "Edible Food" means food that has been prepared but not served, and includes but is not limited to: appetizers, soups, salads, entrees, desserts, raw fruits and vegetables that may or may not have been sliced, grated, cooked, baked, or otherwise prepared for consumption but not served, packaged sandwiches, salads, fruits and fruit salad, and other non-served food that meets state and local requirements as being edible for human consumption. SB 1383 requires Diversion of seventy-five percent of all Food Scraps, Yard Trimmings, Wood and certain other materials from Disposal by 2025, of which a minimum of 20% must be Edible Food for Human Consumption.

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**Effective Date**: "Effective Date" means the date identified in Section 3.01.

**Electric Vehicle:** "Electric Vehicle" or "EV" means the split-body rear loader electric-powered vehicle used to collect Commercial MSW and Recyclable Materials Carts using a single-pass system. The Electric Vehicle to be provided by Contractor is described in Attachment F-4.

**Electronic Waste (E-waste):** For purposes of this Agreement, "Electronic Waste" or "E-Waste" includes discarded video display devices such as televisions, television screens, computer monitors, plasma television screen, computer-related items, printers, copiers, stereos, speakers, scanners, cables, computer CPU's, LED screens and monitors, computer keyboards, computer mouse, printers, multi-function desktop machines (such as a combination printer/fax/copier), LED bulbs, VCR's, DVD/CD/tape players, cellular telephones, microwave ovens, toasters, irons, and all other corded appliances and corded devices that are not defined in this Attachment A as "Universal Waste" and that are banned from Disposal in a landfill. (The parties acknowledge and agree that this definition is used in the Agreement for the convenience of the parties and may differ from that in current state law and regulations.)

**Environmental Laws:** "Environmental Laws" means all federal and state statutes, county and city ordinances concerning public health, safety and the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the California Integrated Waste Management Act, California Public Resources Code Section 40000 *et seq.*; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100 *et seq.*; the California Toxic Substances Account Act, California Health and Safety Code Section 25300 *et seq.*; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 *et seq.*; the California Clean Air Act, Health and Safety Code Sections 39000 *et seq.*; the California Hazardous Materials Response Plan and Inventory Act, Health and Safety Code Sections 25500 *et seq.*, as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

**Extra Carts:** "Extra Carts" means Carts requested by a Single Family Dwelling Customer that exceed the number of Carts provided to Residential Customers in the basic residential service. The basic residential service includes one (1) MSW Cart, one (1) Recyclable Materials Cart and one (1) Cart for Food Scraps/Yard Trimmings. Customers may request additional Carts and are billed directly by Contractor for all such Extra Carts.

**Extra Services:** "Extra Services" means services provided to Single Family Dwelling Customers over and above the standard or basic level of service as described in Sections 1 and of Attachment B and as listed in Attachment D. Contractor bills Customers for Extra Services. Examples of Extra Services include, but are not limited to, On Premises Service (with the exception of Disabled Persons for whom there is no additional charge), Extra MSW Carts, Extra Food Scrap/Yard Trimmings Carts, and Extra Recyclable Materials Carts as described in Attachment B.

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**Food Scraps:** "Food Scraps" means material resulting from the production, processing, preparation or cooking of food for human consumption that is separated from MSW. Food Scraps include surplus or unsold Edible Food, raw food left over after food preparation, leftover cooked food, as well as spoiled food such as vegetables and culls, and plate scrapings. Food Scraps includes, without limitation, Food Scraps from food facilities as defined in California Health and Safety Code Section 113789, food processing establishments (as defined in California Health and Safety Code Section 111955), grocery stores, farmer's markets, institutional cafeterias (such as schools, hospitals and assisted living facilities), restaurants, and residential Food Scraps. Food Scraps does not include Food Soiled Paper.

**Food Scrap Processing Facility:** "Food Scrap Processing Facility" means the City-approved Compost Facility, and/or other City-approved Processing Facility used to process Food Scraps Collected by Contractor in the City.

**Food Soiled Paper:** "Food Soiled Paper" means paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, paper take-out boxes and containers, greasy pizza boxes, paper bags, cardboard and wax-coated cardboard produce boxes. "Food Soiled Paper" does not include polystyrene, diapers, aluminum foil or foil-lined food wrap.

**Franchise Area:** "Franchise Area" means the incorporated City limits of the City of Laguna Beach, and any areas annexed or otherwise added to the City limits during the Term.

**Franchise Fee:** "Franchise Fee" means the fee set forth and more fully defined in Article 14.

**Generate:** "Generate" means to bring into existence or create, or to use, maintain or possess an item, material or product, the result of which such creation, bringing into existence, use, maintenance or possession is that the item, material or product first becomes, or is converted, transformed, evolved to, or deemed as MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Construction and Demolition Debris or other materials.

**Generator:** "Generator" means a Person who Generates MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Household Hazardous Waste, Bulky Items, Construction and Demolition Debris or other materials.

**Green Business:** "Green Business" means a Commercial or Business Establishment that has met all the required environmental and sustainability standards of the California Green Business Network (CAGBN) and has been certified as a "Green Business" by the CAGBN.

**Green Waste:** See "Yard Trimmings"

**Gross Receipts:** "Gross Receipts" means all monies, fees, charges, consideration, and revenue received by Contractor, in connection with, arising from, or in any way attributable to providing services to Commercial Business Establishments and Multi-Family Dwellings as defined and described in this Agreement, without subtracting Franchise Fees imposed and collected pursuant to this Agreement. Gross Receipts includes, but is not limited to, all Customer payments that are received by Contractor from Commercial and Business Establishments and Multi-Family Dwelling Customers for Collection of Municipal Solid Waste, Recyclable Materials, Food Scraps, Yard Trimmings, Special Services, Construction and Demolition Debris and any other materials; sums

received for providing Temporary Services to Commercial and Business Establishments and Multi-Family Dwelling Customers, including fees collected from Customers for transportation charges. Gross Receipts does not include revenue from sale of Recyclable Materials, Compost, or other marketable materials made or derived from Diversion of materials Collected by Contractor pursuant to this Agreement. Gross Receipts does not include revenue received by Contractor from any Single Family Dwelling Residential Customers that receive individual Cart Collection service. For the purpose of defining "Gross Receipts", all revenue received by Contractor from Multi-Family Dwellings that receive centralized Bin and/or Cart Collection service are included.

**Hard to Service Residential Customers:** "Hard to Service Residential Customers" or "Hard to Service" means a residential Premises where the basic three-Cart residential service may not be viable due to space constraints, logistical issues, problems with regular Collection vehicle access, and/or other issues. The City makes the final determination as to whether a Premises is Hard to Service. MSW, Recyclable Materials, Food Scraps and Yard Trimmings at Hard to Service Premises are Collected using methods described in Attachment B, Section 2.

**Hazardous Waste:** "Hazardous Waste" means as defined in Section 13.05 of the Agreement.

**Household Hazardous Waste or "HHW":** "Household Hazardous Waste" or "HHW" means all Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste does not include any waste generated in the course of operating a business or commercial activity at a residence or at any Commercial Business Establishment. Typical Household Hazardous Waste include (a) cleaning products such as oven cleaners, rug and floor cleaners, furniture polish, drain cleaners and solvents; (b) automobile maintenance products such as car waxes, starting fluids, solvent cleaners, antifreeze, repair products, batteries, brake fluid, motor oil, used oil filters and gasoline; (c) home improvement products including oil-based stains, oil-based paints, liquid latex paint, caulking, varnish, paint thinners, chemical strippers, insect repellants, insecticides, pesticides, kerosene, lighter fluid and pool chemicals; and (d) personal care items including nail polish and remover, hair color. For purposes of the Diversion Programs in the Agreement, HHW also includes Electronic Waste, Universal Waste, Sharps, Pharmaceutical Wastes (at the direction of City), and all materials listed in Section 4.2 of Attachment B.

**Homeowners Association (HOA):** "Homeowners Association" or "HOA" means a mandatory membership organization comprised of two or more homeowners for the maintenance of commonly owned real estate and improvements associated with multi-family developments comprised of detached homes, condominiums or townhouses.

**Household Hazardous Waste (HHW):** "Household Hazardous Waste" or "HHW" means all Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste does not include any waste generated in the course of operating a business or commercial activity at a residence or at any Commercial Business Establishment. Typical Household Hazardous Waste include (a) cleaning products such as oven cleaners, rug and floor cleaners, furniture polish, drain cleaners and solvents; (b) automobile maintenance products such as car waxes, starting fluids, solvent cleaners, antifreeze, repair products, batteries, brake fluid, motor oil, used oil filters and gasoline; (c) home improvement products including oil-based stains, oil-based paints, liquid latex paint, caulking, varnish, paint thinners, chemical strippers, insect repellants, insecticides, pesticides, kerosene, lighter fluid and pool chemicals; (d) personal care items including nail polish and remover, hair color, and (e) Sharps. For purposes of the Diversion

Programs in the Agreement, HHW also includes Electronic Waste, Universal Waste, Sharps, Pharmaceutical Wastes (if and when directed by the City), and all materials listed in Section 4.2 of Attachment B.

HHW does not include biological waste, ammunition, explosives, appliances, asbestos, commercial chemicals, construction-related materials, fire extinguishers, Food Scraps, cooking oil, grease, gas cylinders/pressurized cylinders, liquid mercury/elemental mercury, broken items that contain mercury, radioactive materials, tires, automobile parts, MSW, or Bulky Items.

**Indemnitees or "Indemnified Parties"**: "Indemnitees" or "Indemnified Parties" means as defined in Section 13.01 of the Agreement.

**Local Composting Facility:** "Local Composting Facility" means a Composting Facility (including Community Composting Sites) that is located within the incorporated City limits of the City of Laguna Beach and that is fully permitted by all applicable federal, state and local agencies that have jurisdiction over the facility.

**Materials Recovery Facility (MRF):** See "Clean MRF"

**Mobile Home Parks**: "Mobile Home Parks" means a Residential community or complex comprised of individual manufactured homes that are not permanently attached to the ground or pad, and ancillary structures such as a community room, gardens, greenbelts, pools or other amenities. Mobile Home Parks served by Contractor pursuant to the Agreement have individual Cart Collection service (similar to single-family homes).

**Monthly Report:** "Monthly Report" means the report required to be submitted to the City on a monthly basis as described in Attachment K.

**Multi-Family:** "Multi-family" means a building, dwelling unit or complex containing one (1) or more dwelling units and that receives centralized Collection service from Bins and Carts, compactors and/or Roll Off Boxes in enclosures or other designated areas. Apartment complexes, condominiums, townhouses, gated developments, HOA's, mobile home parks and similarly configured housing complexes are included if they have centralized service. Multi-Family does not include single-family Residences, duplexes, tri-plexes, four-plexes or any Residences that have individual Cart Collection service. For purposes of the implementation of programs described in Attachment B, all Tonnage tracking and reporting described in Article 11, and the Extension Incentives described in Article 10, "Multi-Family Tons" shall include only Tons Collected from Multi-Family complexes and shall not include any Tons Collected from "Commercial and Business Establishments". (See Section 11.03A) Any dispute or ambiguity as to whether a Customer's Premises qualifies as a Multi-Family dwelling shall be resolved by the City Manager and the decision of the City Manager shall be final.

**Multi-Plex:** "Multi-Plex" is a term relevant to the switch from tax roll billing to Contractor direct billing of Residential Customers. Contractor's billing and account management software may categorize certain types and configurations of Multi-Family Dwellings or Multi-Family complexes differently than the definition of "Multi-Family Dwelling" in this Attachment A and in the Agreement. For purposes of the requirements for the switch to direct billing described in Section 1 of

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## Definitions

Attachment B, Multi-Plex refers to Multi-Family complex Customers that may have accounts billed by the "whole property" or billed by each unit.

**Municipal Solid Waste (MSW):** "Municipal Solid Waste" or "MSW" is the variable portion of all non-hazardous discarded materials that is left over after all Diversion Programs are utilized by the owners and/or occupants of all Premises in the City. The owners and/or occupants of all Premises within the City are provided with separate, designated Containers for MSW, Recyclable Materials, Yard Trimmings/Wood and Food Scraps (with the exception of non-food generating Commercial and Business Establishments) and Construction and Demolition Debris (where applicable). The owners and occupants of all Premises separate and place discarded materials in the appropriate Container provided to their Premises. City and third parties provide other Diversion Programs for Collection and Diversion of household appliances, E-Waste, grease, fats, oils and other Divertible Materials. MSW is the material placed by owners and/or occupants in the MSW container(s) and does not include materials placed in the other Containers designated for Divertible Materials or Diverted via other Diversion Programs.

MSW does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 25800, et seq., or (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 25015, et seq.

**Non-containerized**: "Non-containerized" means (a) any materials placed inside a Cart or a Bin that prevent the complete closure of the Cart lid at a Single family Dwelling, Multi-Family Dwelling or a Commercial Business Establishment; (b) any materials strewn on the ground beside, under or around the Cart or Bin; (c) materials piled on or around the Cart or Bin; (d) materials in cardboard boxes, plastic bags, and/lor bundled materials that are outside the Cart or Bin, and (e) any materials (including loose materials, bagged materials or materials in a cardboard or other type of box) that are stacked on top of the Cart or Bin. All materials not inside the closed-lidded Cart are considered Non-containerized. The City plans to revise the Laguna Beach Municipal Code to require that all materials placed for Collection by Contractor be fully Containerized with the exception of flattened cardboard and baled cardboard. This includes all MSW, Recyclable Materials, Food Scraps, and Yard Trimmings. (See also definition of "Containerized")

**On Premises or On Premises Collection:** "On Premises" or "On Premises Collection" means Collection of MSW, Recyclable Materials and/or Food Scraps/Yard Trimmings at a Single Family Dwelling Premises from the side yard, backyard, behind a gate and/or in a storage "closet" or other location requiring the driver to exit the Collection vehicle to retrieve the Carts, roll the Carts to the Collection vehicle, empty the Carts and return the Carts to their original location. On Premises Collection is provided at no additional charge to Disabled Persons and for an additional charge to other Single Family Dwelling Residents.

**Optional City-Directed Program:** "Optional City-Directed Program" means a program that is not being implemented immediately as of the Effective Date, but which the City may, in its sole discretion, direct Contractor to implement at any time during the Term. Contractor's Proposal to City contained costs for the Optional City-Directed Programs. In the event City directs commencement of an Optional City-Directed program, the maximum rate listed in Attachment D shall be adjusted as described in Attachment J for any intervening years since the Effective Date as described in Section 5.13 of the Agreement and Contractor shall charge Customers

accordingly for the Optional City-Directed Program(s). The change of scope provisions in Section 5.13 shall not apply to Optional City-Directed Programs.

**Orange County Landfill System:** "Orange County Landfill System" means any landfill owned or operated by the County of Orange, currently including the Olinda Alpha, Frank R. Bowerman, and Prima Deschecha landfills.

**Orange County Landfill System Agreement:** "Orange County Landfill System Agreement" or "OCLS Agreement" means the contract entered into in 2009 between the County of Orange and the City of Laguna Beach as amended in April 2016, and as may be further amended in the future. The OCLS Agreement is in Attachment I.

**Overfull or Overfilled Bin(s)/Cart(s):** "Overfull or Overfilled Bin(s)/Cart(s)" (sometimes referred to in the industry as overage) means a Bin/Cart at a Commercial or Multi-Family Premises that exceeds its stated volumetric capacity by a minimum of 125%.

The following do not constitute an instance of an Overfull Bin/Cart:
(1) Bulky Items that are placed out for Collection and for which the Customer has scheduled a Collection appointment with Contractor as described in Section 4 of Attachment B;
(2) cardboard boxes that have been broken down and flattened, and placed next to or near a Bin/Cart for Recycling; and
(3) cardboard bales (or other baled materials) that are not placed in a Bin/Cart, but are baled and placed next to or near a Bin/Cart for Recycling.
The steps required for Contractor to take when encountering Overfull Bin(s)/Cart(s) are described in Section 3.10 of Attachment B.

**Person:** "Person" includes any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County, municipality or special purpose district or any other entity whatsoever.

**Plastic Containers:** "Plastic containers" means all plastics made of resin numbers 1-7, specifically excluding polystyrene.

**Premises:** "Premises" means any land or building in the City where MSW, Recyclable Materials, Yard Trimmings, Wood, Food Scraps and/or Construction and Demolition Debris is Generated or accumulated.

**Processing Facilities:** "Processing Facilities" means facilities where the following activities are conducted: sorting, cleaning, treating, Composting, and reconstituting Collected materials and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards of the market place. Processing Facilities include the Clean Materials Recovery Facility, Composting Facilities, Bioengineered Feedstock Facilities, Construction and Demolition Debris sorting facilities, and concrete and asphalt grinding facilities. Processing Facilities does not include Anaerobic Digestion, Waste-to-Energy, Biomass, thermal destruction, or any type of Transformation facilities.

**Producer's Price Index:** "Producer's Price Index" or "PPI" means as defined in Attachment J.

## ATTACHMENT A
## Definitions

**Proposal:** "Proposal" means the Proposal submitted by Contractor to City under cover of a letter dated November 21, 2022, including all items listed in Section 2.09 of the Agreement.

**Public Information and Consumer Education:** "Public Information and Consumer Education" or "Public Information" means all materials prepared for distribution to Customers and the general public in City to inform them about Diversion programs, the MSW and Divertible Materials Collection and Processing system, available services and costs, all aspects of Recycling and Special Services provided by Contractor pursuant to the Agreement, and all services, programs and other activities sponsored or endorsed by City. Public Information and Consumer Education includes, but is not limited to the following: brochures, bill inserts, flyers, posters, training materials, hang tags for Containers, letters, pamphlets, postcards, videos, e-mails, eblasts, social media postings, website page content, mobile phone texts and dial-out messages.

**Recovered Materials:** "Recovered Materials" means those materials that are processed at a MRF, Compost Facility or any other Processing Facility and thus Diverted from Disposal.

**Recyclable Materials:** "Recyclable Materials" means material which otherwise would become, or be treated as, MSW but which, by means of a process of collecting, sorting, cleansing, treating, and/or reconstructing, may be returned to the economic mainstream in the form of finished or source material for new, reused or reconstituted products, which may be used in the market place. "Recyclable Materials" includes Single-Stream Recyclable Materials and Single Material Recyclables. Recyclable Materials includes, but is not limited to, paper, books, magazines, cardboard boxes, plastics, metals, glass, and other similar materials authorized by the City for Collection by the Contractor. Recyclable Materials does not include Food Scraps, Yard Trimmings or Construction and Demolition Debris.

**Recycle/Recycling**: "Recycle" and "Recycling" mean the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become MSW and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace.

**Red/Green Tracking Spreadsheet:** "Red/Green Tracking Spreadsheet" means the Excel spreadsheet (or other similar software spreadsheet) referred to in Article 11 and in Attachment K. The Red/Green Tracking Spreadsheet is created and maintained by Contractor and used by Contractor and City to document all contacts made with Customers concerning implementation of Diversion Programs, identification of Contamination, and to document and track Contractor's completion of the Diversion Program implementation tasks listed in Section 3.7 of Attachment B.

**Residential Customer or "Resident":** "Residential Customer" or "Resident" means a Customer that owns, rents, leases or otherwise legally inhabits a Single Family or Multi-Family Premises.

**Residue:** "Residue" means the MSW destined for Disposal which remains after processing at a MRF, Compost Facility, or other Processing Facility has taken place. The percent of Residue is calculated by dividing the weight of the Residue by the weight of the total materials delivered for processing at the facility. State law and regulations govern the allowable amount of Residue that can be generated by each type of Processing Facility.

**SB Waiver or to Waive SB 1383 Requirements:** "SB 1383 Waiver" or "to Waive SB 1383 Requirements" means the City's action to grant an SB 1383 Waiver for a Generator's obligation

to implement SB 1383 Diversion Programs. The types of SB 1383 Waivers that may be granted are de minimus waivers and physical space constraint waivers. An SB 1383 Waiver may only be granted by the City. The Contractor is prohibited by SB 1383, (CCR Title 14, Division 7, Chapter 12, Section 18984.11) to issue a Waiver to a Generator. x

**Self-Haul:** "Self-Haul" means the hauling of MSW and/or Divertible materials to a transfer, Processing, or Disposal Facility or other type of facility by a Customer, Generator, owner, or occupant of any Premises.

**Sharps:** "Sharps" means new or used syringes, lancets and needles. Pursuant to state and federal law, Sharps cannot be Disposed as MSW in a landfill, but instead must be separately handled as medical waste.

**"Single Family Dwelling" or "Single Family Premises":** "Single Family Dwelling" or "Single Family Premises" or "Residence" or "Residential" includes single-family dwellings, duplexes, tri-plexes, four-plexes, Multi-family dwellings (such as townhouses, apartments, and condominiums), gated developments, HOA's, Community Associations and Mobile Home Parks that are provided individual Collection service for Carts at each dwelling unit, whether by means of On Premises, curbside or alley Collection. Dwelling units located in a building or complex that has centralized Bin and/or Cart Collection service are defined as "Multi-Family" for purposes of the Agreement.

**Single-Material Recyclables:** "Single-Material Recyclables" means those Recyclable Materials which satisfy each of the following requirements: (1) have been segregated from MSW for handling separate from that of MSW by or for the Generator thereof; (2) have been further segregated so that various types of Recyclable Materials, such as glass, metals, paper, cardboard, etc., are not commingled; and (3) after such segregation, contain no more than ten percent 10% Contamination by weight.

**Single Pass Vehicle:** "Single Pass Vehicle" means a Collection vehicle containing a divider between two separate compartments in the truck body that allows Collection of two different types of materials during a single stop at a Residence or Commercial business. For example, a Single Pass Vehicle may collect both MSW and Recyclable Materials at each stop along a route. The materials are emptied into the respective sides of the truck body and kept separate until each type of material is emptied at the Processing Facility or the Disposal Facility.

**Single Stream Recyclable Materials:** "Single Stream Recyclable Materials" or "Single Stream Recyclables" means those Recyclable Materials collected as separated from MSW by the Customer and consisting of a mixture of metals, glass, plastics #1-7, and all paper grades from Residential Premises. Single Stream Recyclable Materials are distinguished from Single-Material Recyclables, which consist of only a single type of material, such as glass, separated from other Recyclables.

**Source Separated:** "Source Separated" means a material that is separated from MSW and from other Divertible Materials by the Generator, Customer or Tenant and placed in a separate and distinct Container (e.g. a Cart and/or a Bin) for Collection by Contractor. Examples of Source Separated materials include Source Separated Food Scraps (Food Scraps that are in a separate Container and not commingled with Yard Trimmings) and Source Separated Yard Trimmings that

are not commingled with Food Scraps but are placed in a separate and distinct Container for Collection.

**Split Bins** "Split Bins" means Bins that have a divider down the middle, dividing the Bin into two separate compartments. Such Bins have separate locking lids for each side of the Bin allowing the Bin to be emptied one side at a time. The lid on the side of the Bin that is for storage of Recyclable Materials is designed such that it allows for the placement of Recyclable Materials in the Bin without unlocking or opening the lid, and yet does not allow Recyclable Materials to spill out when the lid is closed and locked for the emptying of the opposite side of the Bin. The other side of the Bin may contain MSW or other materials. Typical sizes of Split Bins include 2 cubic yards, 3 cubic yards and 4 cubic yards.

**Sustainability Coordinator:** "Sustainability Coordinator" means the employee of Contractor described in Section 8.05.H of the Agreement.

**Term**: "Term" means the Term of this Agreement as specified in Section 3.02, and as it may be extended by City pursuant to Section 3.03.

**Textiles:** "Textiles" means used clothing, shoes, boots, purses, backpacks, scarves, gloves, ties and other accessories, hats, coats, and other apparel, towels, sheets, and fabric that is still usable and in good condition such that an organization including, but not limited to, a thrift store, homeless shelter, Goodwill, St. Vincent de Paul, or similar organization will accept and re-distribute the items for re-use.

**Ton:** "Ton" means a short ton of 2,000 pounds avoirdupois.

**Transformation Facility:** "Transformation Facility" means a facility utilizing incineration, pyrolysis, distillation, or biological conversion other than Composting and does not include Composting, gasification, biomass conversion or "wet" or "dry" Anaerobic Digestion. [See Section 6.09 of the Agreement for the prohibition on use of Transformation Facilities for materials Collected within City.]

**Universal Waste (U-Waste):** For purposes of this Agreement, "Universal Waste" or "U-Waste" means electronic devices not included in the definition of "Electronic Waste" in this Attachment A, including but not limited to common AA, AAA, C Cell and D Cell batteries; fluorescent tubes and bulbs and other mercury containing lamps (including high intensity discharge [HID], metal halide, sodium and neon bulbs); mercury-containing devices such as thermostats, switches, thermometers, and relays (including those found in pre-1972 washing machines, sump pumps, electric space heaters, clothing irons, and silent light switches); pilot light sensors from gas appliances; mercury gauges from barometers, manometers, blood pressure and vacuum gauges; mercury-added novelty items such as greeting cards that play music when opened, athletic shoes with flashing lights in the soles, and mercury maze games; emptied aerosol cans, and other such items that are banned from Disposal in a landfill. (The parties acknowledge and agree that this definition may differ from that in current state law and regulations.) Certain types of Universal Waste are Collected by Contractor as part of the Household Hazardous Waste Door-to-Door Collection program as described in Section 4.2 of Attachment B.

## ATTACHMENT A
## Definitions

**Yard Trimmings:** "Yard Trimmings" means trimmings from trees or shrubs, plants, grass cuttings, removed or discarded branches, shrubs, plants, leaves or other materials generated from landscapes or gardens.

**Wood:** "Wood" means all non-hazardous wood material that is not painted with lead-based or other paints containing materials identified as Hazardous Waste, or treated with creosote or other Hazardous materials. Wood includes, but not limited to, tree branches and other wood trimmings, dimensional lumber and other pieces of Wood generated during the manufacture or processing of Wood products, Wood generated as part of the harvesting or processing of raw woody crops, and the Wood debris from construction and demolition activities.

# Attachment B: Scope of Work

**ATTACHMENT B**
**Scope of Work**

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**ATTACHMENT B**
**Scope of Work**

# SECTION 1: CUSTOMER BILLING, PROVISION OF CONTAINERS AND EXTRA SERVICES

## *1.1 Change from Tax-Roll Billing to Residential Direct Billing by Contractor.*

### 1.1.1 Data from City.

As of the Effective Date, Contractor shall immediately begin working with the City to implement the change from Tax-Roll billing to Residential Direct Billing by Contractor. Contractor shall immediately request from City the data needed in order to process the change to Direct billing, and request the preferred format. Within 30 days of the request, the City will provide the requested data, conforming to the preferred format as much as possible. Contractor and City shall each designate specific staff to work together to accomplish this task as efficiently as possible.

Upon receipt of the data listed above, Contractor shall immediately (no later than November 30, 2023), at its sole expense, begin analyzing the data to determine if any data is missing, and if so, notify City by December 15, 2023 of any missing data. City and Contractor shall work to provide any missing data, if applicable, by December 31, 2023.

Upon receipt of the data listed above, Contractor shall immediately (no later than November 30, 2023), at its sole expense, begin analyzing the data to determine number of single-family accounts, number of multi-plex accounts (determine and break out if they are billed by property or by unit), and other relevant data. Contractor shall provide a report on this information to the City by January 15, 2024.

### 1.1.2 Data from Previous Contractor.

Contractor shall immediately request from City the data needed from the previous franchisee in order to process the change to Direct billing and request the preferred format. Within 30 days of the request, the City will work with the previous franchisee to provide Contractor the requested data, conforming to the preferred format as much as possible. Contractor and City shall each designate specific staff from each to work together to accomplish this task as efficiently as possible.

Upon receipt of the residential listing data described above, no later than November 30, 2023, Contractor shall, at its sole expense, begin analyzing the data to determine if any data is missing, and if so, notify City by December 15, 2023 of the missing data. City shall work with the previous franchisee to provide any missing data, if applicable, by December 31, 2023.

Upon receipt of the data listed above, Contractor shall, no later than November 30, 2023, at its sole expense, begin analyzing the data to determine number of Extra Carts, number of households with On Premises Collection Service and any other additional Residential

charges not included in the Residential Basic Services Rate as described in this Section 1 of this Attachment B. Contractor shall provide a report on this information to the City by January 15, 2024.

### 1.1.3 Contractor Shall Work with Local Post Master.

Upon receipt of the data listed above, Contractor shall, no later than November 30, 2023, at its sole expense, work with the local Postmaster and, if necessary, a third-party mailing house, to scrub, edit and update the residential mailing list as needed in order to ensure that all residents and property owners located in the City are properly accounted for in the billing file, and receive the proper notifications by mail of the change to Direct Billing.

### 1.1.4 Public Outreach Related to Change to Residential Direct Billing by Contractor.

Residential billing for the collection of MSW, Recyclable Materials and Food Scraps/ Yard Trimmings, as described above, shall be changed from tax-roll billing to direct billing by the Contractor on July 1, 2024. In preparation for the change to direct billing by Contractor, Contractor shall develop a public outreach program to inform Residents of this change. In the event Contractor fails to prepare and distribute the required public outreach items in the timeframes listed herein and in Attachment C, the liquidated damages in Section 15.09 of the Agreement shall apply.

### 1.1.5. Professionally Designed and Produced Public Outreach Materials Related to Direct Billing.

In creating the public education materials related to direct billing, Contractor shall professionally design, print and/or produce said materials such that they are attractive, easy to read, and evidence a professional design and layout. Materials shall be a minimum of 4-colors unless a simpler color scheme is more appropriate. The content, design and layout of all public education materials prepared by Contractor shall be submitted to the City for review and approval a minimum of thirty (30) days prior to printing/production.

All costs associated with the preparation of a professional, four-color, well-formatted and designed public outreach materials, including costs of design, printing, labeling and mailing (first class postage) shall be borne by Contractor.

### *1.2 Specific Outreach Related to Direct Billing.*

### 1.2.1 First Direct-Mail Piece to Residents Related to Direct Billing – Single Family Dwelling Residential.

Contractor shall send a direct-mail piece on March 1, 2024 to all Single-Family Dwelling Residents explaining the upcoming change to direct billing by the Contractor. The Single-Family direct-mail notification shall include the following:

- Reasons why the change to direct billing is occurring.
- Effective date of the new direct billing by Contractor.
- Information on how residents may pay their bill, i.e. online, by mail, etc.
- Information on if they need an account number, and if so, how it will be disseminated to each resident.
- Contractor shall provide account set up at least by phone with a special customer service representative knowledgeable on the transition of single-family account set up for the City of Laguna Beach's new direct billing system. Contractor may also provide online or email support for account set up.
- The rate that each Single-Family resident will be charged for basic Residential Collection service (pursuant to Attachment D).
- Explanation of Extra Charges that may occur, i.e. Extra Carts and Non-containerization, and when the Extra Charges go into effect.
- Note that additional information regarding direct billing will be disseminated

### 1.2.2 First Direct-Mail Piece to Residents Related to Direct Billing – Multi-Plex Property Owners and Residents.

Contractor shall send a direct-mail piece on March 1, 2024 to all Multi-Plex property owners and Residents that were billed on the tax rolls, explaining the upcoming change to direct billing by the Contractor. The direct-mail notification shall include the following:

- Reasons why the change to direct billing is occurring.
- Effective date of the new direct billing by Contractor.
- Information on how Residents may pay their bill, i.e. online, by mail, etc.
- Information on if Multi-Plex property owner(s) and Residents need an account number, and if so, how it will be disseminated to each property owner and Resident.
- Information on how Multi-Plexes will be billed, i.e. by property owner, by each unit, and how the Multi-Plex property owner can set up accounts for each Multi-Plex if they so choose. Contractor shall provide account set up at least by phone with a special customer service representative knowledgeable on this issue of Multi-Plex property owner account set up for the City of Laguna Beach's new direct billing system. Contractor may also provide online or email support for account set up.
- The rate that each property owner, Multi-Plex and/or Resident will be charged (pursuant to Attachment D).
- Explanation of Extra Charges that may occur, i.e. for Extra Carts and Non-containerization, and when the Extra Charges go into effect.
- Note that additional information regarding Direct Billing will be disseminated.

### 1.2.3 Second Direct-Mail Piece to Residents Related to Direct Billing – Single Family Dwellings.

Contractor shall send a second direct-mail piece on May 1, 2024 to all Single-Family Residents explaining the upcoming change to direct billing by the Contractor. The second Single-Family direct-mail notification shall include the following:

- Reasons why the change to direct billing is occurring.
- Effective date of the new direct billing by Contractor.
- Information on how Residents may pay their bill, i.e. online, by mail, etc.
- Information on if they need an account number, and if so, how it will be disseminated to each Resident.
- The rate that each Single-Family Resident will be charged for basic Single Family Dwelling Residential basic Collection service (pursuant to Attachment D).
- Explanation of Extra Charges that may occur, i.e. Extra Carts and Non-containerization, and when the Extra Charges go into effect.
- Additional information as deemed necessary by City and/or Contractor.

### 1.2.4 Second Direct-Mail Piece to Residents Related to Direct Billing – Multi-Plex Property Owners and Residents.

Contractor shall send a second direct-mail piece on May 1, 2024 to all Multi-Plex property owners (and Multi-Plex Residents as applicable) explaining the upcoming change to direct billing by the Contractor. The direct-mail notification shall include the following:

- Reasons why the change to direct billing is occurring.
- Effective date of the new direct billing by Contractor.
- Information on how Residents may pay their bill, i.e. online, by mail, etc.
- Information on if Multi-Plex property owner needs an account number, and if so, how it will be disseminated to each property owner (or Resident as applicable).
- Information on how Multi-Plexes will be billed, i.e. by property owner, by each unit, and how the Multi-Plex property owner can set up accounts for each Multi-Plex if they so choose.
- The rate that each property owner, Resident (if applicable) and Multi-Plex will be charged (pursuant to Attachment D).
- Explanation of Extra Charges that may occur, i.e. Extra Carts and Non-containerization, and when the Extra Charges go into effect.
- Additional information as deemed necessary by City and/or Contractor.

### 1.2.5 Social Media Postings and Website Pages Related to Direct Billing.

Contractor shall professionally produce social media posts explaining the change to Residential direct billing for distribution via the City's social media channels, including Facebook, Instagram, Twitter, NextDoor, and other channels used by the City. The Contractor shall make use of graphics and imagery for the social media posts to engage

with social media users and include links to the City's webpage on direct billing. Contractor shall include targeted advertisements, as needed, in order to use all the funds allocated to this social media campaign ($5,000). On or before February 1, 2024, Contractor shall provide the City with its proposed social media calendar, including 12 posts to distribute during the timeframe of March 1, 2024 to July 31, 2024 specifically related to the new Residential direct billing. The posts shall be formatted appropriately for all social media platforms described herein. City shall provide comments to Contractor within ten (10) calendar days of the draft posts being submitted to City for approval. Contractor shall incorporate the City's edits into the posts and present the revised posts to the City by February 28, 2024.

In addition, Contractor at its sole cost, shall provide the City with two (2) professionally produced, properly formatted and designed direct billing webpages for the City's use on its website by February 1, 2024. All outreach materials shall include a link to the webpages. The webpages shall include graphics and imagery to engage the users. The first webpage shall include information specific to Single Family Dwelling Residents, and the second webpage shall include information specific to Multi-Plex property owners and Multi-plex Residents, including Multi-Plex tenants.

### *1.3. Requirements for Billing.*

Effective July 1, 2024, Contractor shall be responsible for billing and collecting payment from Customers for services rendered pursuant to the Agreement, as more fully described in this Section.

#### 1.3.1. Customer Billing.

Contractor shall prepare and mail (or, provide electronically) bills to all Customers (including Residential, Multi-Family, Multi-Plex, Commercial, temporary and permanent Roll Off and Compactor) and shall be solely responsible for following all prudent business practices for collection of payments from Customers. The Customer shall choose the method of receipt of the bill and payment of the bill. Contractor shall provide the following Customer options which include, but are not limited to, receiving the bill by mail or by electronic means, and paying the bill by mail, paying by cash, check or credit/debit card at a local Contractor office or by electronic means, except for Roll Off Box Customer billing which is described separately in Section 1.3.3 of this Attachment B. Contractor shall never bill for services not verifiably rendered; if a billing error is made for a service that was not provided then Contractor shall provide a timely refund or credit to the Customer. If Contractor makes an error and fails to bill a Customer for services provided over an extended period of time, Contractor shall only be able to recover payment for the most recent three (3) months of services provided. In such event, Contractor shall discuss the situation with the Customer, issue a bill for up to three (3) months of services provided, and allow the Customer sixty (60) days to pay the bill.

Contractor shall prepare bills for all Customers that clearly and accurately list the rates in effect and charged by Contractor to Customer at the time services were provided (which

may not exceed the maximum rates in Attachment D) for the time period in which services will be provided. Bills shall fully explain and display all calculations of each charge. Such charges shall not exceed the maximum rates in Attachment D as adjusted annually pursuant to Article 14 of and Attachment J of the Agreement. Contractor shall initially resolve any disputes related to charges to Customers. In the event Contractor cannot resolve a dispute, City may, at its option, review the matter and make a decision. In this event, the decision of the City shall be final.

Contractor shall work cooperatively with City and the City's prior franchisee to ensure a seamless and smooth transition of Customer billing such that no gaps in billing and no double-billing of Customers occurs. Contractor shall make all reasonable efforts to determine whether all Customer deposits paid to the prior franchisee are either applied to charges for Customer services provided by the prior franchisee, or returned to the Customer. In the event of a dispute with the prior franchisee, Contractor shall work with City and shall take direction from City, as to the course of action to pursue.

On or before April 1, 2024 Contractor shall submit to City a draft of bill format(s) and a line-item description for each charge, together with an example of a completed bill for an individually-serviced Single Family Dwelling Residential Premises, a centrally-billed Multi-family Premises, a Commercial and Business Establishment with Recycling, Food Scrap/Yard Trimmings and MSW Collection services, and a temporary Roll Off Box service for review and approval. Contractor shall also, at the same time as submittal of the draft billing formats, submit a draft of a conveniently-sized listing of services and maximum rates that will be in effect as of July 1, 2024 that may be distributed to, and retained for reference by, all Customers. Once approved by City, the brochure on services and maximum rates shall be mailed to all Customers by May 30, 2024 (unless another schedule is directed by City).

In the event of Customer non-payment of bills, Contractor shall be responsible for collecting delinquent charges for services it renders to Customers. Contractor may employ measures, consistent with federal and California laws regulating the collection of debts, to obtain payment of charges including use of its own employees to obtain judgments in Small Claims Court and to enforce such judgments. If Contractor has not received payment within forty-five (45) days of issuance of a bill, Contractor may issue a written notice that it will stop service within fourteen (14) calendar days. Contractor shall notify City of its intent to issue such a notice at least five (5) days prior to sending the notice. If no payment is made, Contractor may remove Carts and/or other Containers that Contractor has provided to the Customer. If City has evidence or other information as to why service should not be stopped, City will confer with Contractor. The decision of City as to whether or not service may be terminated shall be final. Contractor may charge the Resumption of Service Charge in Attachment D once delinquent Customers with terminated service have paid their account in full. Contractor shall include a list of Customers whose service has been terminated for non-payment and a list of Customers for whom service has been restarted after full payments in the monthly reports to the City as required in Attachment K.

### 1.3.2. Residential, Commercial and Multi-Family Billing.

Contractor shall invoice Single Family Residential and Multi-Family Residential Customers on a monthly or quarterly basis. Whether Customers will be billed in arrears or in advance, and the frequency of Residential billing will be determined as part of the transition discussions between the City and Contractor prior to the start of operations. The decision of the City will be final.

Contractor shall invoice Commercial and Multi-Family Commercial Customers on a monthly basis, in arrears, based upon the size of their Containers and the frequency of Collection, at the rates listed in Attachment D. In the event of non-payment of a bill, Contractor shall follow the procedures described in Section 1 of this Attachment B.

### 1.3.3. Roll Off Box Customer Billing.

Contractor shall accept major credit cards for payment for permanent and temporary Roll Off Box service. For any Customer electing not to pay with a credit card, Contractor may (a) invoice monthly, or semi-monthly in arrears with payment due within fifteen (15) or thirty (30) days from the invoice date (i.e. the beginning of the month or the inception of service); or (b) require Customer to post a security deposit or pay on a "Cash on Delivery" (COD) basis. Any unused portion of a security deposit shall be refunded to the Customer within five (5) business days of the termination of service. Delinquent accounts shall be handled as described in Section 1 of this Attachment B.

### 1.3.4. Audit of Commercial Billings.

Contractor shall audit all amounts billed to each Commercial Customer (including all Multi-family and Multi-plex Customers with centralized Bin Collection service) to compare the amount being charged with the level of service, including the size(s) of Container(s) and the frequency of service, on an annual basis beginning in July 2025. Contractor shall submit a written report to City documenting the results of the audit and noting any discrepancies identified and the date upon which the discrepancies were corrected. The report shall be submitted by July 31 during each year of the Term beginning in 2025.

### 1.3.5. Audit of Residential Services Provided and Reported, and Billings for Extra Carts.

By September 1, 2024, Contractor shall review and audit the level of service being provided to each Individually serviced Residential Cart Customer (including individually serviced Cart Customers in Single-family, Multi-family, multiplexes, mobile home parks, HOAs, and gated developments), both for basic services and for Extra Services, (including all amounts billed to each Customer for any Extra Carts and Extra Services). Said audit shall compare the actual sizes, number and types (MSW, Recyclable Materials, and Food Scrap/Yard Trimmings) of Carts provided to each Customer, frequency of

Collection, and any Extra Services provided by Contractor, to the amounts reported to the City for basic services and to the amounts being charged to Customers for Extra Carts and Extra Services. Contractor shall submit a written report to City documenting the results of the audit and noting any discrepancies identified and the date upon which the discrepancies were corrected. The report shall provide a listing to the City of all households that do not have a Cart for the Recyclable Materials Collection program and/or for the Food Scrap/Yard Trimmings Collection program and/or MSW Collection program. Contractor shall use results of this audit determine Residents to send notice of Extra Carts as described in Section 1.6.1.4 of this Attachment B.

Annually thereafter, in accordance with the annual CalRecycle compliance review processes set forth in SB 1383, Contractor shall review and audit the level of service being provided to each Individually serviced Residential Cart Customer (including individually serviced Cart Customers in Single-family, Multi-family, multiplexes, mobile home parks, HOAs, and gated developments), both for basic services and for Extra Services, (including all amounts billed to each Customer for any Extra Carts and Extra Services). Said audit shall compare the actual sizes, number and types (MSW, Recyclable Materials, and Food Scrap/Yard Trimmings) of Carts provided to each Customer, frequency of Collection, and any Extra Services provided by Contractor, to the amounts reported to the City for basic services and to the amounts being charged to Customers for Extra Carts and Extra Services on an annual basis. Contractor shall submit a written report by July 31, 2025 and annually on that date thereafter to City documenting the results of the audit and noting any discrepancies identified and the date upon which the discrepancies were corrected. The report shall provide a listing to the City of all households that do not have a Cart for the Recyclable Materials Collection program and/or for the Food Scrap/Yard Trimmings Collection program and/or MSW Collection program.

### 1.3.6. Service and Billing Records and Access By City.

Contractor shall maintain copies of records of all services provided to Customers, and copies of all billing records and receipts, in chronological order, for the entire Term of the Agreement, and for a period of two (2) years following termination of the Agreement, for inspection by the City upon request. The Contractor may maintain these records in electronic form or hard copy, provided records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of all services provided, all billings issued, payments made by Customers, and payments of Franchise Fees and of the Administrative Cost Reimbursement and any City other fees, and may be produced in a form and manner sufficient to establish the existence of customer obligations in a court of law. s

### 1.3.7. Billing For Shared Containers.

Single Family Dwelling Residential Customers and Commercial and Business Establishments may request and receive shared Container service and billing. Contractor shall, upon Customer request, divide the rate for a single Container between Customers

that are sharing said Container for MSW, Recyclable Materials, Yard Trimmings and/or Food Scraps. Contractor shall issue separate monthly bills to each Customer for their proportionate share of the rate listed in Attachment D for the size of Container and for the type and frequency of service being provided. Contractor shall provide such billing for shared Containers at no additional charge to the Customers requesting this service. Contractor shall provide the City with a listing of Customers that subscribe to shared service in the annual reports.

### *1.4. Changes in Collection Services.*

Contractor shall be responsible for: (A) establishing services for new Customers; (B) stopping services and preparing a final billing on a pro rata basis for a Customer permanently discontinuing service; (C) suspending services at an individually-billed Single Family Residential Premises, Multi-Family Residential Premises or Commercial and Business Establishments one time in a calendar year for a period of up to 60 calendar days for temporary vacation stops. During temporary vacation stops, the Customer shall incur no charges for Collection services not provided and, if Customer is due a refund and/or credit, Contractor shall provide a timely refund or credit to the Customer for payment made in advance of temporary vacation stops. Temporary vacation stops must be for a minimum of thirty (30) days. For temporary vacation stops, Contractor shall not charge Customer to restart service. If a temporary vacation stop request exceeds 60 calendar days, Contractor may arrange to pick-up the Containers from the Customer and require the Customer to restart service as the account will be considered discontinued.

Contractor shall, for approval of City, develop a procedure and confirmation form to document requests for commencement and termination of, and changes in, service, as well as for temporary vacation stops. Customers shall be provided a copy of the confirmation form noting effective date of start-up, change, suspension or termination of Collection services and other pertinent details, such as date of issuance of refund for services not provided but for which Customer has paid. Customers shall be provided a copy of the confirmation form noting pertinent details related to vacation stops.

### *1.5. Changes in Scheduled Days of Collection.*

#### 1.5.1 Initial Routing For Commencement of Collection Operations.

Contractor shall notify the City one-hundred twenty (120) days prior to July 1, 2024 if routing for Single Family Dwelling Residential Premises and Multi-Family Residential Premises, including gated developments, HOAs and mobile home parks will remain the same as of the date of commencement of Collection operations on July 1, 2024.

Contractor may request approval from the City one-hundred twenty (120) days prior to July 1, 2024 to change initial routing, i.e. a planned change in the scheduled date of Collection, for Single Family Dwelling Residential Premises and Multi-Family Residential Premises, including gated developments, HOAs and mobile home parks to go into effect July 1, 2024. With this request, Contractor shall provide new route maps and new route

lists for City's review. Upon City approval of new route maps and new route lists, Contractor shall notify residents of all changes to their scheduled days of Collection as described in Section 5 of this Attachment B. Collection by the Contractor using the new Collection routes and schedule shall commence on July 2, 2024 or on another date mutually agreed upon by the City and Contractor. During the first two (2) weeks of Collection utilizing the new route maps and route lists, i.e. Week of July 1-5 and Week of July 8-12, Contractor shall provide extra collection service on the former service day for each neighborhood impacted by the service day changes. For example, if neighborhood A had Monday Collection service days to the new route maps and route lists going into effect, Contractor shall continue to provide back-up Collection service for the first two (2) Mondays in neighborhood A after the new service day is implemented. This service shall Collect all Carts containing MSW, Recyclable Materials and Yard Trimmings/Food Scraps that were mistakenly rolled out to the curb by Customers on the former ("old") Collection day instead of on the new Collection day. This shall occur in all affected neighborhoods throughout the City. Contractor shall source-separate and Divert materials that are Collected while conducting these backup Collection routes.

### 1.5.2 Route Changes After Initial Re-Routing.

Once the initial routing of Collection days for MSW, Yard Trimmings/Food Scraps, and Recyclable Materials has been established as described in Section 1.5.1 of this Attachment B for Single Family Dwelling Residential Premises, the schedule shall not be changed without the prior written approval of the City. Contractor shall request approval from the City ninety (90) days prior to any planned change in a scheduled day of Collection for any Single-Family Dwelling. As a condition of approval of such a change, City may require Contractor, at Contractor's sole expense, to notify all affected Customers of the change by first-class postage, and to provide "backup" Collection service on the former day(s) of Collection, for the first two weeks after implementation of the new routing, as described in Section 1.5.2 of this Attachment B. All details and scheduling of such notice shall be subject to approval by the City.

Scheduled Collection days for MSW, Food Scraps/Yard Trimmings, and Recyclable Materials, may be changed at the request of the occupant or Authorized Customer Representative of any Commercial and Business Establishment, including Multi-Family Premises, without the approval of City. In the event of a disagreement between Contractor and a Customer at Commercial and Business Establishments or Multi-family Premises, the City will determine the final schedule of Collection days.

### *1.6. Containers for the Collection of MSW and Recyclable Materials.*

Contractor shall be responsible for furnishing all Containers as described in this Section 1 of Attachment B.

### 1.6.1. Containers for Single Family Dwelling Residential Premises.

**1.6.1.1 Survey of Residential Customers To Determine Cart Sizes.** Prior to the

commencement of Collection operations on July 1, 2024 Contractor shall survey all Residential Customers to determine the size of Cart they prefer for each material. Contractor shall send a two-part postcard or mailer to each Residential Customer requesting they mail back the postcard or portion of the mailer with their choice of 35-gallon, 65-gallon, or 95-gallon Cart size for each of the following materials: MSW, Recyclable Materials and Food Scraps/Yard Trimmings. The postcard shall also include the associated maximum rates listed in Attachment D, including the fact that the cost of the basic residential service is based upon the Customer's selection of the size for their MSW Cart (i.e. a 35-gallon MSW Cart costs less than a 65-gallon MSW Cart and a 65-gallon MSW cart costs less than a 95-gallon MSW Cart.) For Recyclable Materials and Food Scrap/Yard Trimmings Carts, Customers may select from 35-gallon, 65-gallon, or 95-gallon without impacting their rate). Contractor shall also coordinate with City to remind Customers about making this choice, and the associated rates as described in Attachment D, by use of the City and Contractor's websites and all available City and Contractor print and social media. If Customer makes no Cart size selection for one or more of the materials, Contractor shall provide the Customer with the existing Cart sizes that were provided by the previous franchisee for Residential Recyclable Materials, Residential Food Scraps/Yard Trimmings, and Residential MSW. The postcard mailed to Residential Customers shall explain the default size for Residential Recyclable Materials, Yard Trimmings/Food Scraps and MSW and inform Customers as to how to request different sized Containers, as well as associated rates as described in Attachment D. Contractor shall purchase and distribute the new wheeled Carts described in Attachment E. The postcard shall also include a link to an online survey program that will allow the Customer to make an online selection for new cart sizes.

**1.6.1.2 Contractor Distribution of New Carts and Removal of Old Carts.** Contractor shall collect all of the existing old, wheeled Carts (or make arrangements with the former franchisee to Collect the Carts concurrent with Contractor's distribution of new Carts) such that no Customer is ever without all required Carts. Contractor shall make arrangements for old Carts collected by Contractor to be either recycled or reused. Contractor shall provide City a schedule and plan for Cart distribution and collection of the old Carts in Attachment C and shall follow said schedule. All of the existing (old) wheeled Carts shall be replaced with the new as described in Attachment E, on or before July 1, 2024.

**1.6.1.3. Carts for Basic Residential Service.** Contractor shall provide each Single Family Dwelling Residential Customer with a minimum of three (3) Carts for the basic level of service: one (1) grey MSW Cart (of the size requested by the Customer), one (1) blue Recycling Cart (of the size requested by the Customer), and one (1) green Cart for Yard Trimmings/Food Scraps (of the size requested by the Customer) for the rates set forth in Attachment D.

**1.6.1.4. Charges for Extra Residential Carts.** As of July 1, 2024, Single Family Dwelling Residential Customers may have multiple MSW Carts, Recyclable Materials Carts and/or Yard Trimmings/Food Scraps Carts. Contractor shall notify Customers that as July 1, 2024, Customers shall receive the basic level of service described in Section 2 of this

Attachment B, and may request Extra Carts as described herein. If Customers have more than one Cart for each of the three (3) material types, they will begin to be charged (via a direct bill from Contractor) for the Extra Carts as of October 1, 2024.

On or before July 1, 2024, Contractor shall direct mail a targeted notice to all Single Family Residential Premises with Extra Carts that they will begin to be charged for the Extra Carts starting October 1, 2024. The notice will provide the Customer with Contractor's contact information to call or e-mail to request removal of the extra Cart(s). Contractor shall not bill Customers for such extra Carts until October 1, 2024.

Also by July 1, 2024, Contractor shall direct mail to all Customers to provide information and notice regarding the prohibition against Non-containerization. As of October 1, 2024, Customers are required to Containerize all MSW, Recyclable Materials and Yard Trimmings/Food Scraps. The notice will inform Customers, and include graphic and/or photo representations, of the meaning of Containerization and Non-containerization, and educate Customers on the need for Containerization.

Upon the Customer's request for a second ($2^{nd}$) or more additional grey MSW Carts, upon the Customer's request for a second (2nd) or more additional blue Recycling Cart and upon a Customer's request for a second ($2^{nd}$) or more additional green Yard Trimmings/Food Scraps Cart Contractor shall charge Customers for the Extra Carts, in accordance with Attachment D,

**1.6.1.5. Change of Cart Sizes.** Upon Customer request, as described herein, Contractor shall change Cart sizes from their existing configuration to any combination of sizes of carts for MSW, Recyclable Materials, Co-collected Food Scraps and Yard Trimmings. Customer's rate will be adjusted in accordance with the list of maximum rates in Attachment D.

**1.6.1.6 Replacement of Kitchen Pails for Food Scrap Diversion Program.** Contractor shall provide a replacement kitchen pail to Customers (as shown in Attachment GG) upon request, and may charge for the replacement kitchen pail in accordance with Attachment D.

### 1.6.2. Containers for Multi-Family Dwellings, Commercial and Business Establishments and City Facilities.

**1.6.2.1. Sizes and Types of Containers to be Provided.** Contractor shall offer and furnish the following sizes and types of wheeled Carts with lids: thirty-five (35) gallon, sixty-five (65) gallon, and ninety-five (95) gallon for MSW, Recyclable Materials, Source-Separated Food Scraps, Co-collected Food Scraps/Yard Trimmings, and Yard Trimmings/Wood. The Carts shall meet the specifications listed in Attachment E and shall be color-coded as described in this Section 1 of Attachment B. Contractor shall also offer and furnish the following sizes and types of Bins, Compactors and Roll Off Boxes: one (1) cubic yard, one and one-half (1.5) cubic yard, two (2) cubic yard, three (3) cubic yard,

four (4) cubic yard, six (6) cubic yard Bins; Split two (2) yard Bins, Split three (3) yard Bins, Split four (4) yard Bins; three (3) yard Bin Compactors, and four (4) yard Bin Compactors; ten (10) cubic yard, twenty (20) cubic yard, thirty (30) cubic yard and forty (40) cubic yard Roll Off Boxes. Contractor shall mark all Bins, Bin Compactors, Roll Off Boxes and Contractor-owned Compactors with a reflector on each side. The reflector shall consist of a strip of reflective tape that is, at a minimum, six inches (6") wide and four feet (4') long placed vertically over each corner of the Container where two (2) vertical sides of the Container meet. The fluorescent tape shall be fluorescent yellow and made of high-performance retroflective sheeting of American Society for Testing and Materials (ASTM) D44956-13 Type IX. All Bins, Bin Compactors, Contractor-owned Compactors and Roll Off Boxes shall also be clearly labeled with Contractor's name and current telephone number.

Contractor shall provide Compactor pull service for Commercial and Business Establishments and City Facilities and Customers located at any of said Premises may, at their sole discretion, lease and/or purchase Compactors from any Person, company, manufacturer, or distributor, including, but not limited to, Contractor, for use at their Premises. Contractor shall provide repair and maintenance services at rates not exceeding those listed in Attachment D, to any Customer requesting such services for a Compactor whether or not said Compactor is owned by Contractor. Bins and Roll Off Boxes shall be color-coded as described in this Section 1 of Attachment B.

**1.6.2.2. Contractor Distribution of New Bins, Carts, Compactors and Roll Off Boxes.** Contractor shall collect all of the existing old Carts and Bins (or make arrangements with the former franchisee to Collect the Carts and Bins concurrent with Contractor's distribution of new Bins such that no Customer is ever without all required Containers. Contractor shall make arrangements for old Bins it collects to be either recycled or reused. Contractor shall coordinate with the former franchisee for removal of all Compactors and Roll Off Boxes owned by the former franchisee concurrent with Contractor's distribution of new Compactors and Roll Off Boxes such that no Customer is ever without all required Containers. Contractor shall provide City a schedule and plan for Cart, Bin, Compactor and Roll Off Box distribution and collection of the old Carts in Attachment C and shall follow said schedule. All of the existing (old) Containers shall be replaced with the new as described in Attachment E, on or before July 1, 2024.

### 1.6.3. Repair, Cleaning and Replacement of Containers.

During the entire Term of the Contract, Contractor shall maintain an adequate inventory of Carts and Containers to fulfill and meet all needs of Customers in City. Contractor shall be responsible for the repair and replacement of all Carts and Containers that are broken, damaged, tagged with graffiti, lost, or stolen. The repair, refurbishment and replacement of Carts and Containers shall be at the sole expense of the Contractor. The Contractor shall submit, on a quarterly basis, a report showing the inventory of all Carts and Containers as well as a record of the replacement and repair schedule for the prior ninety (90) days. Upon Customer request, Contractor shall allow Customers to switch to a different sized Cart or Container for MSW, Recyclable and/or Yard Trimmings/Food

Scraps materials.

***1.7. Container Color Coding and Labeling.***

**1.7.1 Color Coding.** Contractor shall replace all Carts, Containers, Bins and all non-Customer-owned Compactors in City (Single Family Dwelling Residential, Multi-Family Dwelling and Commercial and all other Customers for all types of Divertible Materials and MSW) before July 1, 2024. All Containers shall be of a uniform color including the body and the lid. The color-coding scheme for all Residential Carts shall be grey for MSW Carts, green for Yard Trimmings/Food Scraps Carts, and blue for Recyclable Materials Carts.

The color-coding scheme for all Multi-Family Dwelling Carts shall be grey for MSW Carts, green for Yard Trimmings/Food Scraps Carts, and blue for Recyclable Materials Carts

The color-coding scheme for all Commercial Carts shall be the same as for Residential and Multi-Family Carts.

The color-coding scheme for Multi-Family Dwelling Bins shall be grey for MSW Bins, green for co-collected Yard Trimmings/Food Scraps Bins, green for source-separated Yard Trimmings Bins, brown for Source-separated Food Scraps Bins and blue for Recyclable Materials Bins.

The color-coding scheme for Commercial Bins shall be grey for MSW Bins, green for co-collected Yard Trimmings/Food Scraps Bins, green for source-separated Yard Trimmings Bins, brown for Source-separated Food Scraps Bins and blue for Recyclable Materials Bins.

The color-coding scheme for all Roll Off Boxes shall be grey for MSW Boxes, green for Yard Trimmings/Food Scraps Boxes, green for source-separated Yard Trimmings Boxes, brown for Source-separated Food Scraps Boxes and blue for Recyclable Materials Boxes and tan for Compactors. Mixed Recyclable Materials Boxes shall be blue in color.

Roll Off Boxes designated for Recyclable Materials Collection, Yard Trimmings/Food Scraps, Source-Separated Yard Trimmings or Food Scraps Collection shall be prominently labeled as such (e.g. "Recyclable Materials Only", "Yard Trimmings/Food Scraps Only", "Yard Trimmings Only", "Food Scraps Only") either with permanent lettering or with removable magnetic signage on each side. Contractor-owned Compactors for Food Scraps shall be prominently labeled "Food Scraps Only" either with permanent lettering or with removable magnetic signage on each side.

The color-coding scheme for temporary Commercial Bins shall be the same as the color scheme for permanent Commercial Bins.

**1.7.2. Container Labeling and Signage.** All new Containers shall have messages and graphics on the exterior (e.g. top of Cart lid, front of Bin) designed to remind Customers of what materials can and cannot be placed into each type of Container. City shall have

final approval of the text/graphics. Contractor shall work with City and all City-approved Processing Facilities (listed in Article 6) to tailor the types of materials allowed in each Container to the capabilities and technology and/or methods of processing used at each facility in order to minimize Residue, maximize Diversion and maximize the quality and value of the Recovered Materials produced. Contractor shall submit the order(s) for new Containers to City for review and approval at least thirty (30) days prior to ordering the Containers required herein. The order shall include the color for each type of Cart, Bin and Box, the number of each size Cart, Bin and Roll Off box being ordered, the manufacturer and model of each, and design of messages/graphics for each. All Carts provided by the Contractor pursuant to this Agreement shall meet the detailed specifications contained in Attachment E. All Carts, Bins, Compactors and Roll Off Boxes will be identifiable with a unique serial number, bar code, or RFID located on the Container that is assigned to the collection location and address that it services. A complete and current list of the serialized containers will be available to City personnel for use on an "as needed" basis. Unique serial numbers for Containers and Carts and proper tracking of location and address that it services is important to Contractor's and City's to comply with SB 1383 in relation to Contamination. Contractor shall continue to utilize the herein-described color-coding scheme for all Containers used in City throughout the Term unless otherwise directed by City.

**1.7.3 Residential Single Family Dwelling Customer Opt-Out of Single Family Dwelling Food Scarp/Yard Trimmings Diversion Program.** Single Family Dwelling Customers may opt out of the Yard Trimmings/Food Scraps Collection program upon verification by the City that the Single-Family Dwelling Customer is effectively and regularly (a) utilizing an on-site, at-home method of composting or (b) effectively and regularly Self-Hauling their Yard Trimmings/Food Scraps to a permitted Composting Facility and holds a self-haul permit issued by the City. Upon verification by the City that one-hundred percent (100%) of the Yard Trimmings and Food Scraps generated on the premises are effectively and regularly diverted by the Single-Family Dwelling Customer, the City will notify the Contractor that the Customer will not be charged for Collection of a green Yard Trimmings/Food Scraps Cart for their Single-Family Dwelling Premises and the monthly charge shall be reduced as listed in Attachment D. If the Customer is diverting only the Food Scraps or only the Yard Trimmings utilizing an on-site, at-home method of Composting or effectively and regularly Self-Hauling (with a City-issued self-haul permit) one-hundred percent (100%) of the Food Scraps or one-hundred percent (100%) of the Yard Trimmings generated on the premises to a permitted Composting Facility, the cost for the green Food Scrap/Yard Trimmings Cart shall be reduced accordingly pursuant to the rates in Attachment D. City will notify Contractor, and Contractor shall decrease Customer's charges as applicable pursuant to the list of charges in Attachment D.

**1.7.4 Distribution of Recycling Guide to New Customers.** At any time a Cart is distributed to a new or returning Single-Family Residential Customer or to a new Multi-Family Residential Premises, Contractor shall also deliver to such Residential Premises(s) a copy of Recycling Guide described in Section 5 of this Attachment B.

# SECTION 2: SINGLE FAMILY AND MULTI-FAMILY DWELLING RESIDENTIAL COLLECTION SERVICES

## *2.1 Single Family Dwelling Residential Basic Level of Service.*

The basic level of service for a Single Family Dwelling Residential Premises that is individually-serviced with Collection from wheeled, lidded Contractor-supplied Carts, includes once weekly curbside or alley Collection of: (A) MSW provided by automated Collection; (B) Recyclable Materials provided by automated Collection; (C) Food Scraps/Yard Trimmings provided by automated Collection, and other required programs identified in the Agreement and in this Attachment B. City will allow exceptions to automated Collection upon receipt of a written request from Contractor if required due to space constraints, safety issues or other unusual circumstances. City's decision as to whether or not to allow manual Collection shall be final.

### 2.1.1 Hard to Service Areas.

Certain Single Family Dwelling Residences within City have space constraints, logistical issues, limitations on regular Collection vehicle access and/or other issues that make the basic three-Cart Residential service non-viable. A list and map of the Hard to Service Areas is shown in Attachment R. In order to provide Collection service to such areas, Contractor shall implement the protocol and plans in Attachment X for Collection of MSW, Recyclable Materials and Food Scraps/Yard Trimmings in Hard to Service Areas.

### 2.1.2 New Residences Constructed and Occupied During the Term.

During the Term, additional Single Family Dwelling Residential homes will be constructed and occupied within City. Contractor shall fully implement the Recyclable Materials Collection program, the Food Scrap/Yard Trimmings Collection program, and MSW Collection at each new Single Family Dwelling Residence within thirty (30) days of issuance of the Certificate of Occupancy by the City. The liquidated damages in Section 15.09 shall not apply until a service order request has been submitted to Contractor by Contractor's Sustainability Coordinator, the City, and/or a Customer.

## *2.2 Single Family Dwelling Residential MSW Collection.*

The basic level of service for a Single Family Dwelling Residential Premises that is individually-serviced is once weekly curbside or alley Collection of one (1) MSW Cart provided by automated Collection. If requested by Customer, Contractor shall provide different size(s) of MSW Carts as described in Section 1.6.1.5 of this Attachment B. When a different sized MSW Cart is requested by and provided to Customer, Contractor shall adjust Customer's billing in accordance with the new size of the MSW Cart as listed in

Attachment D.

If a Customer requests a second or additional MSW Cart, Contractor shall promptly deliver such Cart and the additional charge listed in Attachment D for the Extra Cart shall be billed to the Customer by Contractor as described in Section 1.6.1.4 of this Attachment B.

### *2.3 Single Family Dwelling Recyclable Materials Diversion Program.*

The basic level of service for a Single Family Dwelling Residential Premises that is individually-serviced is once weekly curbside or alley Collection of one (1) Recyclable Materials Cart provided by automated Collection on the same day as MSW Collection. Contractor shall Collect all Recyclable Materials in a separate Collection vehicle that collects only Recyclable Materials. Contractor shall process Recyclable Materials at the Clean MRF approved by City listed in Article 6 of the Agreement and arrange for sale of the Recyclable Materials.

If requested by Customer, Contractor shall provide different size(s) of Recyclable Materials Carts as described in Section 1.6.1.5 of this Attachment B. Contractor shall provide Recyclable Materials Collection service to any new Residences pursuant to Section 2.1 of this Attachment B. If any Resident refuses delivery of a Recycling Cart, Contractor shall make one additional attempt to inform the Resident of the reasons for the State-mandated Recycling program and to deliver the Cart. If the Cart is refused a second time, Contractor shall retain the Cart for future use within the City. Contractor shall maintain a record of the Customer name, address, date(s) of Cart refusal and the number of total Recycling Carts being held in inventory due to being refused and shall submit this information as part of the monthly reports to City described in Attachment K.

If the Customer requests a second or additional Recyclable Materials Cart, Contractor shall promptly deliver such Cart(s) and the additional charge(s) listed in Attachment D for the Extra Cart(s) shall be billed to the Customer by Contractor as described in Section 1.6.1.5 of this Attachment B.

Contractor shall continually monitor participation in the Residential Recyclable Materials Diversion program. Contractor's Sustainability Coordinator shall utilize the list of non-participating households submitted in the monthly reports (required by Attachment K) and shall contact non-participating Residents to discuss the Diversion program and determine the reason(s) for non-participation. The Coordinator shall provide additional information, training, public education materials and explanations of the state law and the reasons for the program. The Coordinator shall note the dates and details of such contacts in the monthly reports. In cases of recalcitrant Residents, such contacts shall be made on site, in person in addition to by telephone.

### *2.4 Single Family Dwelling Food Scrap/Yard Trimmings Collection Program.*

The basic level of service for a Single Family Residential Premises is once weekly

curbside or alley Collection of one (1) Food Scraps/Yard Trimmings Cart provided by automated Collection on the same day as MSW Collection. Contractor shall Collect all Food Scraps and Yard Trimmings in a separate Collection vehicle that collects only Food Scraps and Yard Trimmings. Contractor shall process the Collected commingled Food Scraps/Yard Trimmings at the Compost Facility approved by City listed in Article 6 of the Agreement and arrange for sale of the Compost that is produced.

Customers located in Single Family Dwellings that are part of a HOA or Gated Development that has landscaping and that may not, therefore, generate any Yard Trimmings shall still be delivered a green Cart for Food Scraps. The Food Scraps shall be Collected in the Residential Collection vehicle that Collects only Food Scraps and Yard Trimmings.

Contractor shall Transport and process all Food Scraps and Yard Trimmings Collected from Single Family Dwelling Residences to the City-approved Compost Faciity(ies) listed in Article 6. The Food Scraps and Yard Trimmings Collected from Single Family Dwelling Residences may not be processed at any other facility(ies).

Contractor shall distribute public education materials to all Single-Family Dwelling Residences as more fully described herein and in Section 5 of this Attachment B.

If requested by Customer, Contractor shall provide different size(s) of Food Scrap/Yard Trimmings Carts as described in Section 1.6.1.5 of this Attachment B. If any Resident refuses delivery of a Food Scrap/Yard Trimmings Cart, Contractor shall make one additional attempt to inform the Resident of the reasons for the State-mandated Food Scrap/Yard Trimmings Collection program and to deliver the Cart. If the Cart is refused a second time, Contractor shall retain the Cart for future use within the City. Contractor shall maintain a record of the Customer name, address, date(s) of Cart refusal and the total number of Food Scrap/Yard Trimmings Carts being held in inventory due to being refused and shall submit this information as part of the monthly reports to City described in Attachment K.

As part of the City's prior collection contract, kitchen pails for storage of Food Scraps were distributed to all households in 2022 with the implementation of the City's Co-collected Food Scraps/Yard Trimmings program. Upon request from a Customer, Contractor shall provide a replacement "Sure Close™" kitchen pail as shown in Attachment V at the rate listed in Attachment D. Public education materials describing the Residential Food Scrap/Yard Trimmings program, and showing how to use the Sure Close™ kitchen pail, shall be provided to each Customer that requests a replacement kitchen pail. Replacement kitchen pails shall be delivered by the Contractor to Customer. The public education materials to be provided with each kitchen pail are described in Section 5 of this Attachment B.

If the Customer requests a second or additional Food Scrap/Yard Trimmings Cart, Contractor shall promptly deliver such Cart and the additional charge listed in Attachment D for the Extra Cart shall be billed to the Customer by Contractor as described in Section 1.6.1.4 of this Attachment B.

Contractor shall continually monitor participation in the Residential Food Scrap/Yard Trimmings Diversion program. Contractor's Sustainability Coordinator shall utilize the list of non-participating households submitted in the monthly reports (required by Attachment K) and shall contact non-participating Residents to discuss the Diversion program and determine the reason(s) for non-participation. The Coordinator shall provide additional information, training, public education materials and explanations of the state law and the reasons for the program. The Coordinator shall note the dates and details of such contacts in the monthly reports. In cases of recalcitrant Residents, such contacts shall be made on site, in person in addition to by telephone.

Contractor shall continue to prepare and distribute a set of public education materials as described herein and in Section 4 of this Attachment B, annually during the Term.

***2.5 Monitoring of Contamination in All Residential Collection Programs.***

Monitoring, reducing and eliminating Contamination in the MSW, Recyclable Materials and Food Scrap/Yard Trimmings Collected by Contractor is of paramount importance for the City's compliance with SB 1383 (which is part of the Act). Contractor shall perform all of the following to monitor, reduce and eliminate Contamination in the Single Family Dwelling Residential Diversion programs which include all Customers with individual Cart Collection service.

**2.5.1. Characterizations and On-Site Field Audit Requirements.**

Contractor shall conduct all Characterizations and On-Site Field Audits described in Attachment N and shall also conduct all follow-up Contamination tracing and public education and outreach described therein.

**2.5.2. Observation and Issuance of Contamination Notices to Customers.**

Whenever Contractor's driver arrives at a Residence where the driver observes Contamination in any Cart(s) (MSW, Recyclable Materials and/or Food Scrap/Yard Trimmings Cart(s)), the driver shall take the following actions:

(1) Utilizing the tablet-based, on-board operational CRM system described in Article 8, photograph the Contamination in the Cart and link the Contamination event with the Customer associated with the Contaminated materials in a manner that notes the address, Customer number, time, and date with the Contamination event. Upload the photograph to both Contractor's dispatch/Customer Service and to a shared, cloud-based file that is also accessible by the City;
(2) Empty the Contaminated Cart into the Collection vehicle, including Collecting all materials in and around the Cart.
(3) Place a hang-tag on the Contaminated Cart. The hang-tag shall contain the following information:

a. Customer must place only acceptable Recyclable Materials in the Recycling Cart and only acceptable Food Scraps and Yard Trimmings in the Food Scraps and Yard Trimmings Cart. No Recyclable Materials, Food Scraps or Yard Trimmings shall be placed in the MSW Carts.
b. Informing the Customer that they may request additional MSW, Recyclable Materials and Food Scraps/Yard Trimmings Carts from Contractor at an additional charge.
c. Informing the Customer that State law and the City's ordinance requires all Residents to participate in the City's Recyclable Materials and Food Scrap/Yard Trimmings Diversion programs.
d. Notifying the Customer that the City may fine the Customer if additional Contamination occurs.
e. Notifying the Customer that a photograph documenting the Contamination incident was taken on this date (driver to fill in date) and is available either by calling Contractor (include phone number to call) or by scanning the QR code on the hang tag (if Contractor's CRM and computer system is capable of providing this)

Upon Contractor receipt of notification from the driver that a Customer has placed a Contaminated Cart out for Collection, the Contractor's personnel shall record the instance in a digital database including the following information:

1. Date of Contamination event
2. Time of Contamination event
3. Customer address where Contamination was encountered
4. Customer identification number (if available for the Customer) for Customer associated with Contamination
5. Photo-documentation of Contamination
6. Route number for the route where the Contamination was encountered
7. Material stream that was Contaminated and by which type of Material (i.e. MSW in the Recyclable Material Cart, Recyclable Materials in the MSW Cart, Food Scraps/Yard Trimmings in the Recyclable Materials Cart)

In the monthly reports described in Attachment K, Contractor shall provide the City with a digital listing, in Excel format (or similar database program approved by City), of Customers that were found by the driver to have Contamination in their Carts. The report shall include: 1) the total number of Contamination events associated with each Customer during the reporting period; and 2) the Cart which contained the Contamination (i.e. Recycling Cart, MSW Cart, or Food Scraps/Yard Trimmings Cart). Contractor shall also provide to City photo-documentation of each instance of Contamination on a monthly basis using a cloud-based file sharing service.

### *2.6 Procedures For Handling Residential Non-Containerized MSW, Recyclable Materials, Food Scraps/Yard Trimmings and Other Materials.*

The City requires all MSW, Recyclable Materials and Food Scraps/Yard Trimmings to be stored and placed for Collection in the Contractor-provided wheeled Carts with lids fully closed. Carts are more fully described in Section 1 of this Attachment B.

The only exception to this Containerization requirement is for Bulky Items that are placed out for Collection and for which the Customer has scheduled a Collection appointment with Contractor as described in Section 4 of this Attachment B.

### 2.6.1. Each Instance of Contractor Encountering Non-Containerized Waste.

When Contractor's driver arrives at a Residence where Non-containerized materials are present in the street, curb area or alley, the driver shall take the following steps:

(1) Utilizing the tablet-based, on-board operational CRM system described in Article 8, photograph the Non-containerized material(s) and link the Non-containerized materials with the Customer associated with the Non-containerized materials in a manner that notes the address, customer number, time, and date with the Non-containerization. Upload the photograph to both Contractor's dispatch/Customer Service and to a file to be sent to the City;
(2) Empty the Cart into the Collection vehicle, including collecting all Non-containerized materials in and around the Cart
(3) Place a hang-tag on the Cart nearest the Non-containerized materials. The hang-tag shall contain the following information:
    a. Customer must place all materials in the Cart with the lid fully closed.
    b. Informing the Customer that they may request additional MSW, Recyclable Materials and Food Scraps/Yard Trimmings Carts from Contractor at an additional charge.
    c. Notifying the Customer that the City may fine the Customer if additional Non-containerization occurs.
    d. Notifying the Customer that on the second and subsequent instances of Non-containerization, the Customer will receive a direct-bill charge by Contractor for Non-containerization.
    e. Notifying the Customer that a photograph documenting the Non-containerization incident was taken on this date (driver to fill in date) and is available either by calling Contractor (include phone number to call) or by scanning the QR code on the hang tag (if Contractor's CRM and computer system is capable of providing this)

Upon Contractor receipt of notification from the driver that a Customer has placed Non-Containerized materials for collection, the Contractor's personnel shall record the instance on a digital database including the following information:

1. Date of Non-containerization
2. Time of Non-containerization
3. Customer address where Non-containerization was encountered
4. Customer identification number (if available for the Customer) for Customer associated with Non-containerization
5. Photo-documentation of Non-containerization
6. Route number for the route where the Non-containerization was encountered
7. Type of material that was Non-containerized (I.e. MSW, Recyclable Materials, Food Scraps/Yard Trimmings)

Contractor shall, on a weekly basis, cross-reference the existing Non-containerization digital database with all driver-reported instances of Non-containerization for the service day to determine if any instances constitute a second or subsequent Non-containerization event. Contractor shall upload the results to a cloud-based file that is accessible to the City on a monthly basis.

If the Contractor identifies any Customers that have second or subsequent Non-containerization instances associated with their address, the Contractor may refer these accounts to the City for enforcement action. Contractor may also bill Customer for Collection of Non-containerized materials at the rate listed in Attachment D.

On a monthly basis, Contractor shall provide the City with a digital listing, in Excel format (or similar database program approved by City), of Customers that have Non-containerized materials that shall include the information described above along with the total number of Non-containerization instances associated with each customer in the previous 6 months. Contractor shall also provide to City photo-documentation of each instance of Non-containerization on a monthly basis using a cloud-based file sharing service.

If a Customer is identified to have two (2) instances of Non-containerization within a 30-day period, Contractor Sustainability Coordinator shall contact the Customer and work with the Customer to develop options to address the Non-containerization issue including, but not limited to, flattening boxes, increasing Diversion of Divertible Materials, source reduction, backyard composting, and other options. In no event shall Contractor force, coerce, pressure, threaten, or require a Customer to increase the frequency of their service or subscribe to a larger size Container due to Non-containerization.

### *2.7 Multi-Family Complex Residential Basic Level of Service.*

The basic level of service for Multi-Family complexes that Contractor shall provide includes once weekly Collection of: (A) MSW provided by a vehicle designed for MSW

Collection; (B) Collection of Single Stream Recyclable Materials; (C) Collection of Food Scraps; and Collection of Yard Trimmings and Wood, as applicable to the specific Multi-Family complex.

Collection shall be accomplished in a manner such that the flow of traffic shall not be impeded nor a threat to the public health or safety created. Contractor shall provide each of the service options for Collection of MSW, Recyclable Materials, Yard Trimmings, and Food Scraps as described in Sections 2.8 and 2.9 of this Attachment B.

Contractor shall provide the following Collection services for Multi-Family complexes:

### 2.7.1 New Multi-Family Complexes Constructed and Occupied During the Term.

During the Term additional Multi-Family complexes will be constructed and occupied within City. Contractor shall fully implement (i) a Single Stream and/or Single-Material Recycling Program; (ii) a Food Scrap/Yard Trimmings and/or Source-Separated Food Scrap Diversion Program; and (ii) a Source-Separated Yard Trimmings/Wood Diversion Program (if applicable) at each new complex within thirty days of issuance of the Certificate of Occupancy by the City. The liquidated damages in Section 15.09 shall not apply until a service order request has been submitted to Contractor by Contractor's Sustainability Coordinator, the City, and/or a Customer.

### *2.8 Multi-Family Complex Residential MSW Collection.*

Contractor shall provide MSW Collection services as follows: (A) regularly scheduled weekly MSW Collection service; (B) as-needed on-call Collection for Roll Off Boxes and Compactors and (C) additional pick-ups. On-call and additional pick-up requests may be made by Customer, Authorized Customer Representative or, in the case of Compactors so equipped, by automatic dial-up, other automated methods or electronic device that signals Contractor. Contractor shall provide service within twenty-four (24) hours of receiving a request, (provided that the request is made prior to two o'clock p.m. (2:00 p.m.) of the collection day) and shall charge the rates as established in Attachment D for on-call pickups and additional pickups.

Contractor shall provide Containers as described in Section 1.6.2 to Multi-Family complexes for storage and Collection of MSW at the rates in Attachment D.

Customers may, at any time, adjust the frequency of Collections, the size(s) of Containers, the type(s) of Containers and/or the number of Containers for the storage and Collection of MSW.

### *2.9 Multi-Family Complex Residential Diversion Services.*

Contractor shall provide the following Diversion services at Multi-Family complexes. Contractor shall complete all steps listed in Section 3.7 of this Attachment B to implement the Diversion Programs described herein at all Multi-Family complexes in City. For

Diversion Programs that are already in place, Contractor shall perform an on-site evaluation of the existing program at each Multi-Family complex on or before October 1, 2024 and review each implementation step in Section 3.7 with the Authorized Customer Representative. On or before December 1, 2024 Contractor shall complete any and all of the steps listed in Section 3.9 necessary to ensure that all Diversion Programs required in the Agreement are "fully implemented." A Diversion Program at a Multi-Family complex will be considered "fully implemented" if Contractor has completed all the tasks described in Section 3.7 of this Attachment B and if the fully implemented program is observed to be in full and successful operation during periodic audits and reviews conducted by City. City will perform audits to determine Contractor's compliance with the requirements of this Section, as described in Article 10 of the Agreement. City may also conduct periodic reviews at any time during the Term. The City's audit and review of all Multi-Family Diversion Programs may include review and monitoring of Contamination percentages achieved for each type of material (MSW, Recyclable Materials and Food Scraps/Yard Trimmings) at each Multi-Family complex. Contamination percentages shall be measured and calculated pursuant to the protocol in Article 11 and Attachment N of the Agreement.

### 2.9.1 Multi-Family Complex Residential Recyclable Materials Diversion Program.

Contractor shall provide Recyclable Materials Collection at Multi-Family complexes. Each Multi-Family Customer shall be offered Collection of Single Stream Recyclable Materials and Single-Material Recyclables. Contractor shall provide separate Bin(s) or wheeled Carts (as identified in Section 1.6.2 of this Attachment B and in Attachment E) for storage and Collection of Single Stream Recyclable Materials. Contractor shall collect Single Stream Recyclable Materials and Single-Material Recyclables in a vehicle collecting solely Recyclable Materials to prevent Contamination of said materials unless the Recyclable Materials are collected in a single-pass, split-body, rear-loader described in Article 8 of the Agreement. Collection shall be provided at least weekly, with more frequent Collection of up to seven days per week as required to prevent overflow of materials from Containers. Collected Recyclable Materials shall be processed at the City-approved Clean MRF listed in Article 6 of the Agreement.

### 2.9.2 Multi-Family Complex Residential Food Scrap, Yard Trimmings and Wood Diversion Program.

Contractor shall provide Source-Separated Food Scrap Collection or Food Scrap and Yard Trimmings Co-collection, whichever is most suited to the complex and agreed to by the Authorized Customer Representative. Contractor shall provide Source-Separated Yard Trimmings/Wood Collection, as needed, if the Multi-Family complex does not have a landscaping service that hauls away Yard Trimmings and/or Wood. If a Multi-Family complex has Yard Trimmings and Wood hauled away by a landscape or gardening service, Contractor shall notify City so City may obtain a completed and signed Landscaper Self-Certification Diversion Form (see Attachment JJ) from the complex owner/manager. At the direction of City, Contractor shall also record the information in the Red/Green Tracking Spreadsheet and/or CRM System.

Contractor shall collect (i) all Co-collected Food Scraps/Yard Trimmings and (ii) all Source Separated Yard Trimmings and Wood from Multi-Family complexes at least once per

week, and up to six days per week, as required to Collect all such materials generated by each complex. Contractor shall Collect all Yard Trimmings and Wood in a separate Collection vehicle that collects only Compostable materials and shall process the Collected materials at the City-approved Composting Facility designated in Article 6 of the Agreement. Contractor shall Collect all Source-Separated Food Scraps from Multi-Family complexes at least once per week, and up to six days per week, as required to Collect all such materials and prevent odor and overflowing Carts and/or Bins, as agreed to by the Authorized Customer Representative for the complex. If Contractor is delivering Source-Separated Food Scraps to the City-approved Bioengineered Feedstock Processing Facility designated in Article 6, Contractor shall Collect such Source-Separated Food Scraps in a separate Collection vehicle that collects only Source-Separated Food Scraps and shall process the Collected materials at the City-approved Bioengineered Feedstock Processing Facility. If Contractor is delivering Source-Separated Food Scraps to the City-approved Composting Facility designated in Article 6, Contractor may Collect such Source-Separated Food Scraps in a Collection vehicle that collects Co-collected Food Scraps/Yard Trimmings and shall process the Collected materials at the City-approved Composting Facility.

### *2.10 Monitoring of Multi-Family Complex Residential Programs.*

Contractor shall continuously monitor all Multi-Family programs as described in Attachment N, Section 2 b "Commercial/Multi-Family In-Field Container Contamination Audits". The Contamination documentation and Customer notification procedures outlined in Section 2.5 of this Attachment B shall be used by the Contractor when Contamination is encountered at Multi-Family premises. The procedures described in this Attachment B shall be used when overflowing and/or Non-containerized materials are encountered at Multi-Family Premises.

### *2.11 On Premises Back Yard/Side Yard Wheel-Out Service.*

All basic Residential Premises Collection services identified in Section 2 of this Attachment B shall be offered "On Premises" at Customer request, at the rates in Attachment D. Contractor shall provide On Premises Collection service for MSW, Recyclable Materials and Food Scraps/Yard Trimmings at no additional charge for Disabled Persons. Contractor shall be responsible for obtaining and verifying Disabled Person status for Customers requesting complimentary On Premises Collection service.

# SECTION 3: COMMERCIAL AND BUSINESS ESTABLISHMENT PREMISES SERVICES

### *3.1 Basic Level of Service.*

The basic level of service for Commercial and Business Premises that Contractor shall provide includes once weekly Collection of: (A) MSW provided by a vehicle designed for Commercial Collection; (B) Collection of Single Stream Recyclable Materials and Single-Material Recyclables;(C) Collection of Source-Separated Food Scraps; (D) Co-collection of Food Scraps/Yard Trimmings (where applicable); (E) Collection of Yard Trimmings and Wood; and other required programs identified in this Section 3. (Note: See Attachment A for the definition of "Commercial" which includes Multi-Family complexes that have centralized Bin and/or Cart Collection service.)

Collection shall be accomplished in a manner such that the flow of traffic shall not be impeded nor a threat to the public health or safety created.

### *3.2 MSW Collection.*

Contractor shall provide MSW Collection services as follows: (A) regularly scheduled weekly MSW Collection service; (B) as-needed on-call Collection for Roll Off Boxes and Compactors; and (C) additional pick-ups. On-call and additional pick-up requests may be made by Customer, Authorized Customer Representative or, in the case of Compactors so equipped, by automatic dial-up, other automated methods or electronic device that signals Contractor. Contractor shall provide service within twenty-four (24) hours of receiving a request, (provided that the request is made prior to two o'clock p.m. (2:00 p.m.) of the collection day) and shall charge the rates listed in Attachment D for on-call pickups and additional pickups.

Contractor shall provide Containers as described in Section 1.6.2 of this Attachment B to Commercial and Business Establishments for storage and Collection of MSW at the rates in Attachment D.

Customers may, at any time, adjust the frequency of Collections, the size(s) of Containers, the type(s) of Containers and/or the number of Containers for the storage and Collection of MSW.

### *3.3 Diversion Programs.*

Contractor shall provide the following Diversion Programs at all Multi-Family Dwellings and Commercial Business Establishments. In implementing all Diversion Programs described herein at Commercial and Business Establishments, Contractor shall complete all the tasks listed in Section 3.7 of this Attachment B. Contractor may charge Customers according to the maximum rates set forth in Attachment D for this service.

A Diversion Program at a Multi-Family Dwelling or Commercial Business Establishment is considered "fully implemented" if Contractor has completed all the tasks described in Section 3.7 of this Attachment B and if the program is observed to be in full and successful operation during the reviews and/or audits by City. The City will conduct rotating audits throughout the Term as described in Article 10 and Attachment N, to determine whether these performance standards are being achieved and maintained.

### 3.3.1 Single Stream Recyclable Materials and Single-Material Recyclables Collection (AB 341 Program and SB 1383 3-Cart/3 Bin System).

Contractor shall provide Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall provide separate Bin(s) or wheeled Carts (as identified in Attachment E) for Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall collect Single Stream Recyclable Materials and Single-Material Recyclables in a vehicle collecting solely Single Stream Recyclable Materials, and Single-Material Recyclables, to prevent Contamination of said materials, unless these materials are collected in the Contractor's split-body collection vehicle described in Article 8. Collection shall be provided at least weekly, with more frequent Collection as required to prevent overflow of materials from Containers. Collected Recyclable Materials shall be processed at the City-approved Clean MRF listed in Article 6 of the Agreement.

#### 3.3.1.1. Commercial Recycling Collection Utilizing A Lightweight Collection Vehicle

As described in Attachment F-2, Contractor shall utilize a Lightweight Collection Vehicle for Recyclables Collection on one (1) dedicated Commercial Recycling Container route servicing 2-yard, 3-yard, 4-yard, and 6-yard Commercial Recycling Containers. Collection shall be provided up to six (6) days per week, with frequency of Collection determined in order to prevent overflow of materials from Containers. Collected Recyclable Materials shall be processed at the City-approved Clean MRF listed in Article 6 of the Agreement.

### 3.3.2. Source-Separated Commercial Food Scrap Collection.

Contractor shall provide the Collection of Source-Separated Food Scraps from restaurants, cafeterias, assisted living facilities, hospitals, supermarkets and all other Commercial and Business Establishment premises where food is prepared, sold and/or consumed. At the direction of the City, Contractor shall include Food-Soiled Paper in the Food Scrap program. If a Co-collected Food Scrap/Yard Trimmings Diversion Program is more suitable for the Customer, Contractor shall provide such a program as described in this Section 3 of Attachment B.

Contractor shall provide participating Customers, at no additional charge, one (1) "Slim Jim™" type container (as described in Attachment HH) for inside of kitchen, preparatory and bussing areas that are directly involved with Food Scrap Diversion. Contractor shall also provide wheeled Carts and/or Bins, Roll-Off Boxes or Compactors as necessary for the segregation and storage of Food Scraps to be Diverted. Contractor shall provide

Customers with information and contact person(s) who are approved by City to establish, coordinate and provide Edible Food donation and Collection services. Contractor shall fully cooperate with all Persons working with Customers to establish, coordinate and provide Edible Food donation services, including Customer's employees and agents and the City. As part of the steps required for Diversion Program implementation in Section 3.7 of this Attachment B, Contractor shall factor any successful Edible Food donation program projections and/or actual results into the Food Scrap Diversion plan including the estimated requirements for Container sizes and frequencies of Collection, training, interior container locations and sizes. Contractor shall provide a brochure, training and public education materials on the Food Scrap Collection program as described in Section 5 of Attachment B.

Collection shall be provided at least weekly, with more frequent Collection as required to prevent overflow of materials from Containers, odors and vectors. If Contractor is delivering Source-Separated Food Scraps to the City-approved Bioengineered Feedstock Processing Facility designated in Article 6, Contractor shall Collect such Source-Separated Food Scraps in a separate Collection vehicle that Collects only Source-Separated Food Scraps and shall process the Collected materials at the City-approved Bioengineered Feedstock Processing Facility listed in Article 6. If Contractor is delivering Source-Separated Food Scraps to the City-approved Composting Facility designated in Article 6, Contractor may Collect such Source-Separated Food Scraps in a Collection vehicle that collects Co-collected Food Scraps/Yard Trimmings. Contractor may also utilize one of the compartments of the split-body Collection vehicle to Collect and deliver the Source-Separated Food Scraps to one of the Processing Facilities listed in Article 6.

**Section 3.3.2.1 Phase Out of Yellow Bag Program**

City currently utilizes a yellow bag program for Commercial and Business Establishments for Food Scrap Recycling. Commercial Establishments place Food Scraps in a yellow bag, then place the yellow bag in their Commercial Recyclables Container. The yellow bags are consolidated at the current franchisee's clean MRF and are subsequently transported to the franchisee's organics processing facility in the City of Orange. Contractor shall work with Commercial Customers to phase out the yellow bag program for Collection of Food Scraps no later than December 31, 2024 by utilizing Carts, Bins and Containers for Collection of Commercial Food Scraps in place of the yellow bag program.

**3.3.3. Source-Separated Yard Trimmings and Wood Collection Program.**

For Customers Generating Yard Trimmings and/or Wood material at their Premises that is not removed by a landscape or gardening service, Contractor shall provide the Yard Trimmings/Wood Collection Program. Contractor shall provide appropriately-sized Containers for storage of all Yard Trimmings and Wood. If a Business has Yard Trimmings and Wood hauled away by a landscape or gardening service, Contractor shall notify City and City, in its sole discretion, may obtain the completed and signed Landscaper Self-Certification Diversion Form in Attachment JJ from the Business owner/manager. If directed by City, Contractor shall record such updated information in the Red/Green

Tracking Spreadsheet and/or CRM System.

Contractor shall collect all Yard Trimmings and Wood from Multi-Family Dwellings and Commercial and Business Establishments at least once per week, and more frequently as required to Collect all Yard Trimmings and Wood generated by the Customer. Contractor shall Collect all Yard Trimmings and Wood in a separate Collection vehicle that collects only Yard Trimmings and Wood or that Collects Food Scraps/Yard Trimmings. If the split-body rear-loader Collection vehicle described in Article 8 is used, the Source-Separated Yard Trimmings and Wood shall be segregated in one of the rear loader compartments or mixed with co-Collected Food Scraps/Yard Trimmings in one of the compartments. All Yard Trimmings and Wood collected within the City by the Contractor shall processed at the City-approved Composting Facility identified in Article 6 of the Agreement.

### 3.3.4. Co-Collected Food Scraps/Yard Trimmings Program.

For Customers where a Co-collected Food Scraps/ Yard Trimmings Program is more suitable than Source-Separated Food Scrap and Yard Trimmings programs, Contractor shall provide Co-collected Food Scrap/Yard Trimmings Collection. Contractor shall provide appropriately-sized Containers for storage of all Food Scraps/Yard Trimmings and any Wood. Contractor shall collect all Food Scraps/Yard Trimmings and Wood from Multi-Family Dwellings and Commercial and Business establishments at least once per week, and more frequently as required to Collect all such materials generated by the Customer. Contractor shall Collect all Yard Trimmings and Wood in a separate Collection vehicle that collects only Co-Collected Food Scraps/Yard Trimmings or in another vehicle if said vehicle will deliver the Collected materials to the City-approved Compost Facility. If the split-body rear-loader Collection vehicle described in Article 8 is used, such materials shall be segregated in one of the rear loader compartments. All Co-collected Food Scraps/Yard Trimmings and Wood Collected within the City by the Contractor shall be processed at the City-approved Composting Facility identified in Article 6 of the Agreement.

### 3.3.5 Customer Use of Other Methods of Food Scrap Diversion.

In the event a Customer is Diverting their Food Scraps using one or more on-site, backhaul, Edible Food donation and/or other programs (e.g. use of an on-site Compost Appliance and/or participation in an Edible Food donation program), Contractor shall notify City and City may, in City's sole discretion, request that an Authorized Representative of the Customer complete and sign a Self-Certification form. If directed by City, Contractor shall note the on-site, Edible Food donation and/or other program(s) being used on the Red/Green Tracking Spreadsheet. Contractor shall determine whether or not such program(s) are diverting one-hundred percent (100%) of the Food Scraps generated at the Customer's premises. If that is not the case, Contractor shall note the quantity and estimated percentage of Food Scraps that are still being Disposed and shall discuss the situation with City at the next monthly meeting. If directed by City, Contractor shall re-contact the Customer to offer supplemental Food Scrap Collection service to

Divert the remaining Food Scraps being placed in the MSW Container(s). Contractor shall continue to work with the Customer by performing all steps in Section 3.7 of this Attachment B until all Food Scraps generated at the Customer's premises are being Diverted.

**3.3.6 Edible Food Recovery.**

As of the Effective Date, SB 1383 (PRC Section 42652 and Health and Safety Code Sections 39730.5*et seq.*) requires that twenty percent (20%) of the required Diversion of seventy-five percent (75%) of Food Scraps and Yard Trimmings/Wood from landfill statewide by 2025, must be Diverted as Edible Food for Human Consumption. City plans to retain the services of one or more third parties and/or to collaborate with regional agencies to arrange for, and implement, Edible Food donation program(s) within City. Contractor shall cooperate with City's efforts, including but not limited to: disseminating public education and outreach materials in hard copy, online, and via Contractor's social media outlets as described in Section 5 of this Attachment B; alerting Customers with Food Scraps of the availability of the Edible Food donation services; and providing data on potential participants for the Edible Food donation program to City and its service providers and/or collaborators.

Contractor shall provide Customers with information regarding contact person(s) who are approved by City to establish, coordinate and provide Edible Food donation and collection services. Contractor shall fully cooperate with, and shall not impede, delay or prevent the work of any Persons working with Customers to establish, coordinate and provide Edible Food donation services, including, but not limited to, Customers' employees and agents, the City, and City-authorized third parties. Contractor shall factor any successful Edible Food donation program projections and/or actual results into the Food Scrap Diversion Plan prepared in accordance with the requirements of Section 3.7 of this Attachment B, including the estimated requirements for Container sizes and frequencies of Collection, training, interior container locations and sizes.

***3.4 AB 827 Divertible Material Containers for Use by Public.***

As part of implementing the Commercial Food Scrap Collection program at each business, decisions must be made by the Customer regarding the number and type(s) of interior Food Scrap containers to be used for interim storage of Food Scraps in kitchens during food preparation, in bussing areas for plate scrapings, and in other locations prior to taking the Food Scraps outside to wheeled Carts and/or Bins and/or Compactors. AB 827 (PRC Section 42649.1 *s seq.*) requires that all Commercial Premises selling food for on-site consumption (with the exception of full-service restaurants as defined in PRC Section 42649.1 *et seq.*) must provide customers with both a Recyclable Materials and a Food Scrap container adjacent to each MSW container in the dining or eating area(s) for customers to use to separate their Food Scraps and Recyclable Materials from MSW. Such containers are to be separately and clearly labeled that they are for Food Scraps only. These containers are not required in restrooms, only in the public eating areas of the business. Multi-Family properties are not required to provide such containers in

common areas. Contractor shall provide information to Customers on the requirements for such containers, however, it shall be the responsibility of each business to purchase and provide suitable containers to comply with the State requirements. Contractor shall provide training for Customers and all employees on implementation of AB 827 Food Scrap programs, and shall develop a brochure, training materials and model signage as described in Section 5 of this Attachment B.

### *3.5 Monitoring of Diversion Programs at Multi-Family Dwellings and Commercial and Business Establishments.*

Field contamination audits shall be conducted on an on-going basis and incorporated into the Sustainability Coordinator's daily site work so that annually all Multi-Family Dwellings and Commercial and Business Establishments in the City will receive at least two (2) field Contamination audits. Contractor shall utilize the methodology described in Attachment N for said audits.

Contractor shall note Contamination levels in the MSW, Recyclable Materials, Food Scraps/Yard Trimmings, Source-Separated Food Scraps, and Source Separated Yard Trimmings/Wood Bins and Carts using the methodology described in Attachment N. When Contractor finds Contamination (as described in Section 6 of this Attachment B), Contractor shall alert the business owner/manager and shall provide, or re-provide, training and public education materials concerning the acceptable materials for each program, to management and employees of the business in a minimum of one (1) in-person on-site training session. Contractor shall include information on all Contamination incidents observed in the monthly report submitted to City as described in Attachment K (see specifically Part 7 of Attachment K) and shall also log the data in the Red/Green Tracking Spreadsheet and include it in the semi-annual reports submitted to City pursuant to Attachment N.

Contractor conducts two (2) characterization audits each calendar year of the Recyclable Materials, MSW, and Food Scraps Collected at Commercial and Multi-Family Customers throughout the City as described in Attachment N. Contractor, and especially Contractor's Sustainability Coordinator, shall use the results of these audits to determine if there is Contamination in any stream (e.g. Recyclable Materials in the MSW or in the Food Scrap/Yard Trimmings streams; Yard Trimmings in the MSW or Recyclable Materials, etc.) which would indicate a lack of full participation in all the required Diversion Programs. Contractor shall also use the data to ascertain the percentage of Contamination in the streams that were audited.

### *3.6. Implementation of All Required Diversion Programs at New Multi-Family Dwellings and Commercial and Business Establishments Constructed During the Term and In Event of change in Key Personnel or Business Relocation.*

As new Commercial and Business Establishment buildings are constructed during the Term, and as Commercial and Business Establishments open, close, expand, move, and

change managers and/or employees, Contractor shall implement all the required Diversion Programs described in this Section 3 of Attachment B at all new, expanded, relocated, and otherwise changed Commercial and Business Establishments as described herein. Contractor shall implement said program at any new or expanded Commercial and Business Establishment within thirty (30) days of issuance of a Certificate of Occupancy by the City; and if no Certificate of Occupancy is required, then within thirty (30) days of final City inspection and approval of improvements. Contractor shall also re-implement all required Diversion Programs when there is a change in key personnel (e.g. a change in management, ownership, on-site manager and/or other key personnel) at any Multi-Family Dwelling or Commercial and Business Establishment within City and shall do so within thirty (30) days of either (A) becoming aware of the change in management, or (B) notice from the City of the change in management, whichever comes first.

### *3.7 Required Tasks For Implementation of Diversion Programs.*

For purposes of this Agreement, Contractor shall be found to have "fully implemented" Diversion Programs at the Premises of a Customer only if all of the following have been completed by Contractor:

(i) Contractor has contacted the Authorized Customer Representative (for purposes of this section the "Authorized Customer Representative" is the owner or on-site manager if that Person has decision-making authority; or if Customer is a corporation with multiple locations and centralized decision-making, the management Person with decision-making authority. In the case of a broker or waste arranger, the Authorized Customer Representative is the Person who has the decision-making authority) and explained the requirements in the Act for the Customer to have in place all required Recycling and Diversion programs described in Section 3 of Attachment B. Contractor has also explained the requirements of City's Municipal Code, Mandatory Recycling Ordinance and CalGreen (if applicable). Contractor contact for this step (i) includes calls, emails and at a minimum, one in person site-visit. If the Authorized Customer Representative refuses to implement a program, Contractor shall immediately notify City. Upon receiving the Contractor's written notification of refusal, City will send a letter to the Authorized Customer Representative explaining the mandatory requirement of program implementation.

(ii) Contractor has estimated the quantities of MSW, Recyclable Materials, Food Scraps, Yard Trimmings/Wood and any other Divertible materials generated by the Customer; has calculated the appropriate size of Containers required for

storage; has calculated the recommended frequency of service to optimize cost for the Customer; has prepared a written plan containing estimated costs and recommended levels of service; and has submitted the plan to the Customer. Contractor has discussed the plan with the Customer and obtained the Customer's approval to implement a finalized Diversion Plan. If Customer refuses to implement Contractor's written plan, Contractor shall document the refusal and report the Customer to the City as a Recalcitrant Customer.

(iii) If the Customer is generating Food Scraps, or is a food service establishment, Contractor has provided the Customer with information on the available Edible Food donation programs in City including coordinators/vendors/non-profit agencies, as directed by City, and has factored any applicable Edible Food donation opportunities into the calculations for sizing of Food Scrap Containers and frequency of Food Scrap Collection service. Contractor is also cooperating fully and in good faith with all Edible Food donation efforts of City, all third parties and Customer at Customer's premises.

(iv) If the Customer is already Diverting materials using an in-house program, backhauling, on-site processing or use of another vendor, Contractor has notified City so City can obtain a completed and signed "Self-Certification Form" for that program. Contractor shall record the information on the Red/Green Tracking Spreadsheet and/or CRM System. If the Customer is using a landscaping company to haul away Yard Trimmings/Wood, Contractor has notified City so City can obtain a completed and signed Landscaper Self-Certification Diversion Form for Yard Trimmings/Wood at that Premises. At the direction of City, Contractor has recorded the information on the Red/Green Tracking Spreadsheet and/or CRM System. If such program(s) only Divert(s) some materials and other Divertible materials are not covered by the Customer's own program(s) or third party program(s), Contractor has developed a plan for Diversion of the remaining materials in accordance with the requirements of this Attachment B.

(v) Contractor has delivered the appropriate type(s) and size(s) of Containers to the Customer's Premises for storage of Single Material Recyclables and Single Stream Recyclable Materials. In the case of a Food Scrap Generator, Contractor has also provided the appropriate type(s) and size(s) of Containers for storage and collection of Food Scraps. If the

Customer is generating Yard Trimmings/Wood, Contractor has provided the appropriate type(s) and size(s) of Containers for storage and collection of Yard Trimmings/Wood.

(vi) Contractor is Collecting the Recyclable Materials, Food Scraps, Yard Trimmings/Wood (as applicable) from the Customer's Containers at the frequency of collection needed to adequately service the Customer and, at a minimum, is performing Collection of Recyclable Materials and Yard Trimmings/Wood at least once each week. In the case of a Food Scrap Generator, Contractor is Collecting the Food Scraps one (1) to six (6) times each week as needed to adequately provide service to the Customer.

(vii) Contractor has evaluated and reduced the level of the Customer's MSW Collection service to complement the separate Collection of Recyclable Materials, Yard Trimmings/Wood and Food Scraps. Contractor has checked back with the Customer and made at least two (2) on-site visits to determine if the initial sizing of the Containers and frequency of service is optimal for the Customer. Contractor has recommended appropriate adjustments as needed to the Customer and has implemented all adjustments agreed to by the Customer.

(viii) Contractor has provided employee education and training materials to the Customer (and in the case of Multi-Family complexes, Gated Communities, HOA's and mobile home parks, to all management and residents) explaining (a) the requirements of the Act, (b) the operation of each Diversion program, and (c) specifically, what materials may be placed in the Recycling Container(s), Yard Trimmings/Wood Containers and in the Food Scrap Containers and what materials are to be placed in the MSW Container(s). Employee/resident training shall include at least one on-site training for all employees/tenants/residents of Customer. (In the case of the Food Scrap program at Multi-Family complexes, Contractor shall provide at least one (1) on-site training for residents. Such training shall include the door-to-door distribution of education materials and a demonstration of use of the "Sure Close™" kitchen Food Scrap containers. (The demonstration may be by use of a video showing how to use the Sure Close container as long as Contractor's representative is on-site and available to respond to residents' questions). If there are multiple shifts, or if employees/tenants/residents work or are present on different

days, Contractor shall conduct multiple trainings until all employees/residents have been trained. Contractor shall provide training posters and stickers for the Containers (both inside and outside containers) showing what materials are allowed in each. Contractor shall provide training and training materials in both English and Spanish and any other language as requested by Customer. Where a Customer has employees involved in tasks that are handling MSW and/or Divertible materials, that speak a language other than English, Contractor shall obtain a translator and conduct a training for those employees in the language they speak and provide program signage and training handouts in that language. In the case of Multi-Family complexes where more than twenty percent (20%) of the residents speak a language other than English, Contractor shall obtain a translator and conduct a training for those residents in the language they speak, and provide program signage and brochures/handouts in that language. Alternatively, Contractor shall provide or utilize other resources available such as City or Contractor's personnel or instructional videos to conduct a training session for those employees and residents in the language they speak and provide program signage and training handouts in that language as necessary to support program implementation.

(ix) Contractor has made at least two (2) follow-up site visits to confirm the program is operating optimally within the first two weeks after program initiation or re-implementation. (These site visits are in addition to the site checks to confirm MSW quantities and optimization of MSW service described in item vii above.) Contractor has responded to the Customer's questions and to any complaints, and has successfully resolved all questions and complaints.

(x) The Diversion program(s) at the Premises of the Customer has been in place and operating continuously for a minimum of three (3) months. For example, a program that was implemented in December 2024, would need a verification of continuous operation no later than April 1, 2025.

Within ninety (90) days after implementation of each Diversion program at the Premises of the Customer, Contractor shall ensure that the program is operating effectively such that each Diversion Program is achieving a Contamination level of twenty-five percent (25%) or less during the period July 1, 2024 through December 31, 2026 and a Contamination level of fifteen percent (15%) or less during the period January

2027 through the end of the Term, including any extensions. If these performance standards are not being achieved, Contractor shall work with the Business owner(s), manager(s) and employees as needed to re-train, troubleshoot and otherwise provide technical assistance to ensure the standards are being met. City may conduct rotating audits throughout the Term to confirm that these performance standards are achieved and maintained.

(xi) The Diversion programs at the Premises of the Customer meet all the Contamination/Diversion standards in Section 6 of this Attachment B.

(xii) Contractor has conducted a minimum of one (1) annual on-site review of the Recycling plan and of each Diversion program at each Customer, and has conducted a re-training for all employees, Residents and tenants that meets all of the requirements listed for the initial training required under Item (viii) above. Contractor has conducted troubleshooting for each Diversion program and each Diversion program is robust and successfully Diverting the targeted materials within the Contamination limits identified in Item (x) above.

(xiii) In the event Contractor has taken all required actions and completed all required tasks in subparts (i) through (xiii), and the program(s) is still not meeting the performance standards in Item (x) herein, the non-compliant Customer shall be reported to City on the Red/Green Tracking Spreadsheet and/or CRM System (Attachment K, Monthly Report Item #11) and on the list described in Attachment K, Monthly Reports, Item #8. City may, in its sole discretion, enforce its Mandatory Commercial Recycling ordinance, which may include warnings to the Customer and ultimately imposition of fine(s). If the Customer agrees to implement the required program(s) as required by the City's ordinance, City will refer the Customer back to Contractor for implementation of the program(s) and Customer shall be removed from the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" in Attachment K, Monthly Reports, Item #8. If the Customer continues to refuse to implement one or more of the required Diversion programs after City action, the Customer remains on the list and Contractor is relieved of the responsibility to fully implement program(s) at that Customer. (See Article 10 of the Agreement for how Customers on the list of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory

Ordinance" are handled for purposes of Contractor's achievement of the performance metrics described therein).

(xiv) In the event that Contractor fails to "fully implement" all required Diversion Programs at a Commercial and Business Establishment's Premises, City will provide written notice to Contractor and Contractor shall have thirty (30) days to "fully Implement" all required Diversion Programs. City may conduct rotating audits throughout the Term to confirm that these performance standards are achieved and maintained. After thirty (30) days from City notification, if Contractor has not "Fully implemented" all required Diversion Programs at the Commercial Business Establishment the City will assess the liquidated damages contained in Article 15.09.

***3.8 SB 1383 Waivers.***

The City provides a process for Customers to request a SB 1383 Waiver from the requirements to implement AB 341 and/or SB 1383 Diversion Programs due to lack of available space and/or de minimis quantities of Divertible Materials. Pursuant to State Law, only the City may grant an SB 1383 Waiver. Contractor has no ability or legal authority to grant any such SB 1383 Waiver; Contractor shall refrain from attempting to do so and shall refrain from making any representations to Customers that Contractor has any such ability or legal authority. In the event a Customer served by Contractor has applied for an SB 1383 Waiver, City will inform Contractor about the application in writing and also at the monthly meeting. Contractor shall note that an application for an SB 1383 Waiver has been filed in the Red/Green List and/or CRM System.

Contractor shall fully cooperate with City and provide all Customer data and information requested by City in order for City to determine a Customer's eligibility for an SB 1383 and eligibility for renewal or continuation of an SB 1383 Waiver.

If an SB 1383 Waiver is granted by the City for one or more of the required Diversion Program(s), Contractor shall record the effective dates of the SB 1383 Waiver and the Diversion Program(s) to which it applies, in the Red/Green List and/or CRM System. Contractor shall be relieved of its duty to fully implement the Diversion Program(s) that are specified in the SB 1383 Waiver granted by the City, for the effective dates of the SB 1383 Waiver.

Thereafter, thirty (30) days prior to the termination date of each SB 1383 Waiver, Contractor shall request that City update the status of each Customer's SB 1383 Waiver(s) to determine whether the Customer has applied for, and was granted a new SB 1383 Waiver. If the City has renewed the SB 1383 Waiver(s), Contractor shall record the effective dates of the new SB 1383 Waiver(s) and the Diversion Program(s) to which it applies, in the Red/Green List and/or CRM System and shall be relieved of its duty to

provide the Diversion Program(s) that are specified in the new SB 1383 Waiver(s) granted by the City for the period the new SB 1383 Waiver(s) is effective.

This process shall be repeated by the Contractor thirty (30) days prior to the expiration date of each SB 1383 Waiver, as long as the Customer is served by the Contractor at the same Premises.

In the event that a Customer's request for any SB 1383 Waiver is denied by the City, Contractor shall comply with all the requirements contained in Section 3.7 of this Attachment B to fully implement all Diversion Programs required by the Agreement.

### *3.9. Observation and Issuance of Contamination Notices to Commercial Customers.*

Whenever Contractor's driver arrives at a Commercial Business Establishment or Multi-Family Premises where the driver observes Contamination in any Container(s) (MSW, Recyclable Materials and/or Food Scrap/Yard Trimmings Container(s)), the driver shall take the following actions:

(1) Utilizing the tablet-based, on-board operational CRM system described in Article 8 of the Agreement, photograph the Contamination in the Container and link the Contamination event with the Customer associated with the Contaminated materials in a manner that notes the address, customer number, time, and date with the Contamination event. Upload the photograph to both Contractor's dispatch/Customer Service and to a shared, cloud-based file that is also accessible by the City;
(2) Empty the Contaminated Container into the Collection vehicle, including Collecting all materials in and around the Container.
(3) Place a hang-tag on the Contaminated Container. The hang-tag shall contain the following information:
    a. Customer must place only acceptable Recyclable Materials in the Recycling Container and only acceptable Food Scraps and Yard Trimmings in the Food Scraps and Yard Trimmings Container. No Recyclables or Food Scraps and Yard Trimmings shall be placed in the MSW Container.
    b. Informing the Customer that they may request additional Recyclable Material Containers and Food Scraps and Yard Trimmings Containers, or increase collection frequencies of existing Containers, from Contractor at an additional charge.
    c. Informing the Customer that State law and local ordinance requires all Customers to participate in the City's Recyclable Materials and Food Scrap and Yard Trimmings Diversion programs.
    d. Notifying the Customer that the City may fine the Customer if additional Contamination occurs.
    e. Notifying the Customer that a photograph documenting the Contamination in the Container(s) was taken on this date (driver to fill in date) and is

available either by calling Contractor (include phone number to call) or by scanning the QR code on the hang tag (if Contractor's CRM and computer system is capable of providing this)

Upon Contractor receipt of notification from the driver that a Customer has placed a Contaminated Container out for Collection, the Contractor's personnel shall record the instance on a digital database including the following information:

1. Date of Contamination event
2. Time of Contamination event
3. Customer address where Contamination was encountered
4. Customer identification number (if available for the customer) for Customer associated with Contamination
5. Photo-documentation of Contamination
6. Route number for the route where the Contamination was encountered
7. Material stream that was Contaminated and by which type of Material (I.e. MSW in the Recyclable Materials stream, Recyclable Materials in the MSW stream, Food Scraps/Yard Trimmings in the Recyclable Materials Stream, etc.)

In the monthly reports described in Attachment K, Contractor shall provide the City with a digital listing, in Excel format (or similar database program approved by City), of Customers that were found by the driver to have Contamination in their Containers. The report shall include: 1) the total number of Contamination events associated with each Customer during the reporting period; and 2) the Container which contained the Contamination (i.e. Recycling Container, MSW Container, or Food Scraps Yard Trimmings Container). Contractor shall also provide to City photo-documentation of each instance of Contamination on a monthly basis using a cloud-based file sharing service.

### *3.10 Requirements for Each Instance of Contractor Encountering Overfull Commercial and/or Roll-off Containers.*

When Overfull Bin(s)/Cart(s) (as defined in Attachment A) at a Commercial or Multi-Family Premises are observed by Contractor's driver, such that: (1) access is blocked so the driver cannot empty the Bin/Cart, and/or (2) material is stacked on top of the Bin/Cart so the driver cannot empty the Bin/Cart, then the driver shall take the following actions:

(1) Utilizing the tablet-based, on-board operational CRM system described in Article 8, photograph the Overfull Bin(s)/Cart(s) and link the Overfull Bin(s)/Cart(s) with the Customer associated with the Overfull Bin(s)/Cart(s) in a manner that notes the address, customer number, time, and date with the Overfull Bin(s)/Cart(s). Upload the photograph to both Contractor's dispatch/Customer Service and to a file to be sent to the City;

(2) Empty the Bin(s)/Cart(s) into the Collection vehicle, including the materials that were either blocking the Bin(s)/Cart(s) or preventing the driver from emptying the Bin(s)/Cart(s)
(3) Place a hang-tag on the Overfull Bin(s)/Cart(s). The hang-tag shall contain the following information:
    a. Customer must place all materials in the Bin(s)/Cart(s) such that the Bin/Cart is not Overfull (i.e. does not exceed one-hundred twenty-five percent (125%) of Bin/Cart capacity by volume).
    b. Informing the Customer that they may request additional Bins(s)/Cart(s), increase Collection frequency from Contractor at an additional charge, and/or reduce the quantity of materials in the Bin(s)/Cart(s) by Diverting more Recyclable Materials and/or Food Scraps/Yard Trimmings, flattening cardboard boxes, and employing source reduction methods.
    c. Notifying the Customer that the City may fine the Customer if additional instances of Overfull Cart(s)/Bin(s) occurs.
    d. Notifying the Customer that on the second and subsequent instances of Overfull Cart(s)/Bin(s), the Customer will receive a direct-bill charge by Contractor.
    e. Notifying the Customer that a photograph documenting the Overfull Bin(s)/Cart(s) was taken on this date (driver to fill in date) and is available either by calling Contractor (include phone number to call) or by scanning the QR code on the hang tag (if Contractor's CRM and computer system is capable of providing this)

Upon Contractor receipt of notification from the driver that a Customer has placed Overfull Cart(s)/Bin(s) for Collection, the Contractor's personnel shall record the instance on a digital database including the following information:

1. Date of observation of Overfull Cart(s)/Bin(s)
2. Time of observation of Overfull Cart(s)/Bin(s)
3. Customer address where Overfull Cart(s)/Bin(s) was/were encountered
4. Customer identification number (if available) for the Customer associated with the Overfull Cart(s)/Bin(s)
5. Photo-documentation of Overfull Cart(s)/Bin(s)
6. Route number for the route where the Overfull Cart(s)/Bin(s) was/were encountered
7. Type of material that was Overfilling Cart(s)/Bin(s) (I.e. MSW, Recyclable Materials, Food Scraps)

Contractor shall, on a weekly basis, cross-reference the existing Overfull Bin(s)/Cart(s) digital database with all driver-reported instances of Overfull Bin(s)/Cart(s) for the service day to determine if any instances constitute a second or subsequent Overfull Bin(s)/Cart(s). Contractor shall upload the results to a cloud-based file that is accessible to the City on a weekly basis.

On a monthly basis, Contractor shall provide the City with a digital listing, in Excel format (or similar database program approved by City), of Customers that have Overfull Bin(s)/Cart(s) that shall include the information described above along with the total number of instances of Overfull Bin(s)/Cart(s) associated with each Customer. Contractor shall also provide to City photo-documentation of each instance of Overfull Bin(s)/Cart(s) on a monthly basis using a cloud-based file sharing service.

Contractor's Sustainability Coordinator and/or City Liaison shall work with the affected Customers that have chronically Overfull Bin(s)/Cart(s) (i.e. 2 or more instances of Overfull Bin(s)/Cart(s) in a 30-day period) and shall assist with determining the most cost-effective solution for the Customer to Divert the maximum quantity of Divertible Materials and Dispose of the remaining MSW. Contractor may only charge the Overfull Container rates in Attachment D as specified in 5.11.E of the Contract.

The following do not constitute an instance of an Overfull Bin/Cart:

(1) Bulky Items that are placed out for Collection and for which the Customer has scheduled a Collection appointment with Contractor as described in Section 4 of this Attachment B;
(2) cardboard boxes that have been broken down and flattened, and placed next to or near a Bin/Cart for Recycling; and
(3) cardboard bales (or other baled materials) that are not placed in a Bin/Cart, but are baled and placed next to or near a Bin/Cart for Recycling.

### *3.11 Other Services To Be Provided.*

#### 3.11.1 Miscellaneous Services

Contractor shall provide the following additional services and may charge Customers according to the list of maximum rates set forth in Attachment D: (A) Bin wheel out service of a distance of twenty-five (25) feet or more, (B) additional Container pick-up, (C) locking lids for Bins, and (D) use of a key to open a locked gate or enclosure to access Containers.

#### 3.11.2 Scout Service

Contractor shall provide Scout Service upon City or Customer request. Customer's Containers will be moved by a pickup truck, motorized utility cart or other similar vehicle. Contractor shall move individual Containers containing MSW, Recyclable Materials, Yard Trimmings and/or Food Scraps to a centralized location on the property for Collection by a front loader vehicle. The Containers will then be returned to their original locations. Contractor shall provide Scout Service to Multi-Family and Commercial and Business Establishments at the rates set forth in Attachment D.

#### 3.11.3 Manual Can Service

Contractor shall only provide Manual Can service to Commercial Customers, that are

using Customer's own containers, where neither Cart nor Bin service is feasible due to (i) the low volume of MSW and/or Divertible Materials generated, (ii) due to the inability to operate automated Collection vehicles at the Premises, or (iii) due to the inability to store or use Carts and/or Bins reasonably at the service location. All requests for exceptions to automated collection service shall be submitted by Contractor to City and City's decision shall be final. For Commercial Customers, such service is limited to Customers generating a maximum of one hundred pounds (100 lbs.) of MSW per week.

### *3.12 Changes in Collection Services.*

Customers may, at any time, decrease the frequency of Collections and/or the number of Containers or Compactors for MSW commensurate with the amount of Recyclable Materials, Yard Trimmings, Wood and Food Scraps Diverted by any Recycling programs, projects or activities undertaken by Customer

Customers may, at any time, adjust the frequency of Collections and/or the number of Containers for all types of Containers for the storage and Collection of Recyclable Materials, Food Scraps and Yard Trimmings/Wood.

### *3.13 Consultations and Technical Assistance.*

#### 3.13.1 Customer Consultations.

Upon Customer request, Contractor shall consult with Customers on establishing Recycling and Diversion programs and on other MSW and Recycling related activities. Customers may also consult with City, City's agents or representatives, and/or with any other Recycling company or expert to plan and implement the most beneficial Diversion program(s) for that Customer.

#### 3.13.2 City and Developer Consultations.

Contractor shall, in a timely manner, review all proposed development plans for new construction, remodels, additions and all other plans at City's request. Contractor shall provide information and feedback to City and the developer on the optimal space, configuration and location(s) for storage and Collection of MSW, Recyclable Materials, and if applicable, Yard Trimmings/Wood and Food Scraps, cooking oil and grease. Contractor shall utilize data supplied by the developer, as well as Contractor's own knowledge and expertise, to estimate quantities of each material that will be generated on a weekly and monthly basis by the proposed development and shall include in the information provided to City and developer, the number, size, type and frequency of Collection required for all Containers to store the materials that will be generated. Contractor's recommendations and plans shall include methods to maximize Diversion, minimize cost and minimize Contamination in all Divertible Materials and in MSW. Contractor shall provide basic sketches of optimal storage configurations and Container location(s) to City and the developer and shall respond to any questions from City and developer. Contractor shall attend on-site meetings with City staff and the developer, and

the developer's representatives (architects, designers, permit specialists, etc.) as requested and in a timely manner. Contractor shall also confirm that a developer's proposed plans allow for adequate access by collection vehicles, adequate space to safely turnaround or backup, adequate overhead clearance, etc.

### *3.14 Waste Characterizations, On-Site Field Container Contamination Audits and Third Party Assessment of Phase 1 & 2 Performance Metrics.*

Contractor shall cooperate fully with City and its agents during all audits and studies, including, but not limited to, all those described in Attachment N. Contractor shall allow site visits and detailed observations of all Processing Facility operations, provide route, account, tonnage, characterization details as to sampling methods and categories sampled, and other data for all Collection and Processing operations; allow unannounced site visits during regular hours of operation; access to all Collection, transport, and materials processing operations; respond in a timely manner to questions and requests for data and information; and make Contractor's personnel available to respond to questions from City. City and its agents shall observe all Contractor's safety, health and other operating procedures during its site visits.

### *3.15 Temporary Bin and Roll-Off Services.*

Contractor shall provide on a temporary basis two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard Bins, and ten (10), twenty (20), thirty (30) and forty (40) cubic yard Roll-Off Boxes for the purposes of Collection of MSW, Single Stream Recyclable Materials, Single Material Recyclables, Yard Trimmings/Wood, Food Scraps and Construction and Demolition Debris at the request of Customers. Contractor may charge Customers pursuant to the list of maximum rates set forth in Attachment D for this service. Such temporary service shall be provided, by way of example but not limitation, to sites where construction and /or demolition activity, replacement of roofs or paved areas, or replacement or maintenance of landscape materials is occurring. Collection shall occur on an as-needed, on-call basis, within twenty-four (24) hours of a request for any request received before two o'clock p.m. (2:00 p.m.), or may be regularly scheduled, as determined by Customer.

Container(s) requested by Customer shall be delivered within forty-eight (48) hours of the time Customer requests said Container(s) by phone or by email from Contractor. If the Container(s) is not delivered within forty-eight (48) hours of the time Customer requested the Container(s), City will assess the Liquidated Damage contained in Section 15.09 of the Agreement. If Contractor delivers Container(s) prior to a Customer-requested delivery date or prior to a scheduled delivery date agreed upon by Customer and Contractor, Contractor shall only begin charging the Customer for use of the Container(s) on the requested/scheduled delivery date and not on the early delivery date. If Contractor does not have available the Container(s) in the size(s) requested by the Customer, Contractor may offer a different Container size to the Customer. If the alternate Container size is more expensive than the Container size requested by Customer, Contractor shall charge

a rate equivalent to the rate for the Container size Customer originally requested as set forth in Attachment D. If the alternate Container size is not acceptable to the Customer, Contractor shall locate the correct sized Container(s) within Contractor's Southern California system and shall provide said Container(s) as quickly as possible. If acceptable Containers in the size(s) that are acceptable to the Customer are not provide within forty-eight (48) hours of the original Customer request, the liquidated damages shall apply.

All temporary Bins and Roll-Off Containers containing Yard Trimmings/Wood, Food Scraps or Construction and Demolition Debris shall be collected, transported, and processed at the City-designated Processing Facility(ies) for Yard Trimmings/Wood, Food Scraps, or the City-designated Construction and Demolition Debris Processing Facility (for C&D Debris) listed in Article 6 of the Agreement.

All temporary Bins and Roll-Off Containers containing Single-Material Recyclables and Single Stream Recyclable Materials shall be collected and the materials transported to the City-designated Clean MRF listed in Article 6 of the Agreement for processing and sale.

***3.16 Construction and Demolition Debris Recycling.***

State law requires that City enforce mandatory Construction and Demolition Debris Diversion. Contractor shall comply with all requirements of the City's codes and CalGreen, as they may be changed and amended during the Term. Contractor shall provide all services necessary to (A) inform Customers of, (B) support Customer compliance with, and (C) support City's enforcement of, the Construction and Demolition Debris Diversion requirements in the City codes including the CalGreen requirements. Attachment KK contains a summary of the CalGreen Construction and Demolition Debris Diversion requirements and Laguna Beach Municipal Code Section 7.19 *et seq.* as of the Effective Date.

Contractor shall provide all information and data on Construction and Demolition Debris Recycling and Diversion to City's Green Halo Program on a monthly basis, or as directed by City, including, but not limited to the amount of Construction and Demolition Debris Recycled and Diverted by material type by project; type of project, i.e. roofing, re-model, Commercial, Residential, new-build, etc.; dates Recycling and Diversion occurred; and other information and data as directed by City.

The services provided by Contractor shall include, but not be limited to: (A) informing all Customers requesting Containers and/or Bins, Roll Off Boxes and Compactor services of the Diversion requirements, (B) providing Containers and/or Bins, Roll Off Boxes, and Compactors as needed for storage and transport of Single-Material Construction and Demolition Debris, and commingled Construction and Demolition Debris, as well as appropriately sized Containers for MSW, (C) providing Collection service of all Containers on a timely basis, and (D) working and coordinating with Customer's job site superintendent to ensure a smooth and effective Diversion program which achieves the required Diversion percentage, which is the higher of the Diversion percentage in the City

Municipal Code or in CalGreen. As of the Effective Date, the City's ordinance requires diversion of sixty-five percent (65%) and the CalGreen requirement is diversion of a minimum of sixty-five percent (65%) of all Construction and Demolition Debris generated at each of Customer's job sites for which Contractor is providing Construction and Demolition Debris Collection service. Therefore, Contractor shall divert a minimum of sixty-five percent (65%) of the C&D Debris as of the Effective Date. Contractor shall inform Customers utilizing Containers and/or Bins and Roll Off Boxes on a temporary basis, that materials being Generated must be Diverted pursuant to the requirements of CalGreen and City's Municipal Code. At such time as there is an increase in the required Diversion percentage in either the City's ordinance or CalGreen, Contractor shall Divert the highest Diversion percentage required, as of the effective date of the new requirement(s).

Once a Customer has requested Construction and Demolition Debris Collection service, Contractor shall complete the following tasks to establish the Construction and Demolition Debris Diversion Program. For purposes of this Agreement, Contractor shall be found to have "fully implemented" Construction and Demolition Debris Diversion Programs at a job site only if all of the following have been completed by Contractor:

(i) Contractor has contacted the Authorized Customer Representative (for purposes of this section the "Authorized Customer Representative" is the construction superintendent/manager, owner, or on-site manager if that Person has decision-making authority; or if Customer is a corporation with multiple locations and centralized decision-making, the management Person with decision-making authority. In the case of a broker or waste arranger, the Authorized Customer Representative is the Person who has the decision-making authority for the construction and/or demolition project) and explained the requirements in the Act, in City's Municipal Code, and in CalGreen for the Customer to Divert at least the minimum required percentage of Construction and Demolition Debris generated by the project (sixty-five percent (65%) as of the Effective Date). Contractor has also explained all other specific requirements of City's Municipal Code and CalGreen and has supplied copies of each to the Customer.

(ii) In the event the Authorized Customer Representative communicates to Contractor that it plans to Self-Haul all C&D materials from the job and that it (a) will prepare its own Waste Reduction and Recycling Plan (WRRP") as described in subpart (iii), and (b) that it does not want Contractor's assistance to implement or monitor the WRRP, Contractor shall request a written declaration of same from the Authorized Customer Representative. Upon receipt,

Contractor shall submit the declaration to the City, shall record it in the Red/Green Tracking Spreadsheet and/or CRM System, and shall report this at the next monthly meeting with the City. In the event the Authorized Customer Representative indicates that it plans to self-haul the C&D from the job site but requests preparation of a WRRP by Contractor and/or requests Contractor's assistance with implementation and monitoring of the WRRP, Contractor shall provide those services as described in this Section 3.16. If the Authorized Customer Representative has provided a declaration refusing all of Contractor's services and City determines that the job site's WRRP only Diverts some materials, and other Divertible materials are not covered by the Customer's program; and/or in the event the Customer's Self-Haul program does not achieve the required Diversion percentage, City may, after consultation with the Authorized Customer Representative and Contractor, direct Contractor to develop a plan for Diversion of the remaining C&D materials in accordance with the requirements of this Section and submit the plan to both City and the Authorized Customer Representative. Upon City direction, Contractor shall proceed to work with the Authorized Customer Representative to implement and monitor the plan.

(iii) Assuming the Authorized Customer Representative (contacted by Contractor pursuant to subpart (i) above) agrees to utilize Contractor's services, Contractor shall: (a) estimate the quantities of MSW, Recyclable Materials, Source-Separated Wood, metal, sheetrock/Dry Wall, Yard Trimmings, mixed C&D and any other Divertible materials generated by the C&D project; (b) calculate the appropriate number and sized of Containers required for storage; (c) calculate the recommended frequency of service to optimize cost for the Customer; (d) prepare a written Waste Reduction and Recycling Plan (WRRP) containing estimated costs and recommended levels of service to achieve the required minimum Diversion percentage of the Construction and Demolition Debris estimated to be generated by the project; (e) submit the WRRP to the Authorized Customer Representative; (f) discuss the plan with the Representative; and (g) obtain the Authorized Customer Representative's approval to implement the finalized WRRP.

(iv) Contractor has delivered the appropriate type(s) and size(s) of Containers to the Customer's C&D job site(s) for storage of Single Material Recyclables and Single Stream Recyclable Materials, metal, Wood, sheetrock, mixed C&D and any other

materials. If the job will generate Yard Trimmings from grubbing or other trimming or clearing of Yard Trimmings, Contractor has provided the appropriate type(s) and size(s) of Containers for storage and collection of Yard Trimmings.

(v) Contractor is Collecting the Recyclable Materials, Source-Separated metal, Wood, sheetrock, mixed C&D, Yard Trimmings and all other materials from the Customer's Containers at the frequency of Collection needed to adequately service the Customer.

(vi) Contractor has evaluated and provided the level of MSW Collection service (if applicable) to the job site to complement the separate Collection of Recyclable Materials, Yard Trimmings, Source-Separated Wood, metal, sheetrock, mixed C&D Debris and other materials. Contractor has checked back with the Customer and made at least two (2) on-site visits to determine if the initial sizing of the Containers and frequency of service is optimal for the Customer and for the size, pace and scope of the job. Contractor has recommended appropriate adjustments as needed to the Customer and has implemented all adjustments agreed to by the Customer.

(vii) Contractor has provided education and training materials to the Customer explaining (a) the requirements of the Act, (b) the operation of the WRRP and (c) specifically what materials may be placed in each of the Recycling Container(s), Yard Trimmings Containers, Source-Separated Wood, metal, sheetrock and other material Containers, mixed Construction and Demolition Debris Containers and what materials are to be placed in the MSW Container(s) (if applicable). Training of job site personnel shall include at least one on-site training for all construction employees working at the job site. If there are multiple shifts, or employees work or are present on different days, Contractor shall conduct multiple trainings until all employees have been trained. Contractor shall provide training posters and placards for the Containers showing what materials are allowed in each. Contractor shall provide training and training materials in both English and Spanish. Where a Customer has employees involved in tasks that are handling MSW and/or Divertible materials, that speak a language other than English, Contractor shall obtain a translator and conduct a training for those employees in the language they speak and provide program signage and training handouts in that language.

(viii) Contractor has made at least two (2) follow-up site visits to confirm the program is operating optimally within 2 weeks after program initiation. Contractor has responded to the Customer's questions and to any complaints, and has successfully resolved all questions and complaints.

(ix) The Diversion program(s) at the Premises of the Customer have been put in place and operated continuously throughout the entire construction/demolition job.

(x) Contractor has provided the Authorized Customer Representative with copies of weight tickets from all Processing Facilities used to process all Construction and Demolition Debris Collected from the site by Contractor and has completed all additional documentation, forms and paperwork required or requested by City and/or the Authorized Customer Representative in a timely manner. Contractor has provided the City with digital copies of the weight tickets from all Processing Facilities used to process all Construction and Demolition Debris Collected from the site by Contractor. Upon request by the City, Contractor shall provide paper copies of weight tickets.

(xi) The documentation submitted to City at the conclusion of the job (or if the job is being conducted in phases, at the end of each phase) verifies that the minimum Diversion of Construction and Demolition Debris required by this Section 3.16 was achieved.

(xii) Contractor has fully cooperated with City to complete the audits of all Processing Facilities used by Contractor to process Construction and Demolition Debris Collected in City as described in Attachment N.

# SECTION 4: SPECIAL SERVICES

***General.*** This section describes Special Services to be provided by Contractor. Many of the Special Services require Public Information and Consumer Education to Single Family Premises, and/or Commercial and Business Establishments as described in this Section 4. Contractor shall submit each item to City for review and approval prior to printing, production or distribution. The format for the type of Public Information that shall be provided (e.g. brochure, flyer, pamphlet, letter, postcard, hang tag, video, bill insert, email, eblast, social media posting(s), website pages/content, mobile phone texts, and/or dial-out phone messages) must be confirmed with the City prior to Contractor's preparation of the Public Information materials. The method for providing the Public Information and Consumer Education, including but not limited to first-class direct mailing, inclusion with Contractor's bills, and via digital channels must also be confirmed with the City prior to the Contractor's preparation of the Public Information materials described in this Section 4. Contractor shall submit materials to the City for review, comment and final approval within the timeframes described in this Attachment B. In no event shall such materials be submitted to City for review, comment and final approval less than thirty (30) days prior to the distribution date.

### *4.1 Bulky Items Collection Services.*

Contractor shall provide Collection services for Bulky Items at Single Family Premises, Multi-Family Premises and Commercial Establishments in City. Customer or City may request Collection of Bulky Items a minimum of two (2) business days in advance of the desired Collection date. The Collection date may be more than two (2) business days after the Customer's or City's request, on a date mutually agreed to by Customer and Contractor. Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day, unless another date is agreed upon by Customer and Contractor or City and Customer. Bulky Items at Single Family Premises, Multi-Family Premises and Commercial Establishments shall be collected at, or reasonably near, curbside or in the alley, (except for Multi-Family premises where Bulky Goods may be placed in an enclosure if agreed to by the Authorized Customer Representative and Contractor), giving due consideration to circumstances of access points, vehicular and pedestrian safety and the like, in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 7:00 a.m. local time. Contractor shall provide special assistance when Collecting Bulky Items from Disabled Persons (as defined in Attachment A).

Contractor shall provide four (4) Bulky Items Collections per calendar year per Single Family Premises Customer of up to ten (10) Bulky Items per Collection at no charge to the Single Family Premises Customer. For additional Collections of Bulky Items from Single Family Premises, Contractor shall direct bill the Single Family Dwelling Customer as set forth in the maximum rates in Attachment D.

## ATTACHMENT B
## Scope of Work

Contractor shall provide four (4) Bulky Items Collections per calendar year per Multi-Family Premises Authorized Customer Representative of up to ten (10) Bulky Items per Collection at no charge to the Multi-Family Authorized Customer Representative (i.e. each Multi-Family property shall be entitled to receive four (4) Bulky Items Collections of up to ten (10) Bulky Items per Collection per calendar year. The limit of four (4) Collections per calendar year is for the entire property, not each individual tenant or unit within the Multi-Family property). For additional Collections of Bulky Items from Multi-Family Premises, Contractor shall direct bill the Multi-Family Premises Authorized Customer Representative as set forth in the maximum rates in Attachment D. If an individual tenant of a Multi-Family Premises would like Bulky Items Collection of up to ten (10) Bulky Items per pick-up by Contractor separate from the Bulky Items Collections pick-ups provided to the Multi-Family Premises Authorized Customer Representative, the individual tenant may contact Contractor and pay directly by credit card to Contractor

Contractor shall provide four (4) Bulky Items Collections per calendar year per Commercial Business Establishment (excluding Multi-Family properties for whom Bulky Item Collection services are described above) of up to ten (10) Bulky Items per Collection at no charge to the Commercial Customer. For additional Collections of Bulky Items from Commercial Premises, Contractor shall direct bill the Commercial Customer as set forth in the maximum rates in Attachment D.

Bulky Items include the following: furniture, mattresses, couches and loveseats (including sleeper sofas), chairs and other small pieces of furniture, water heaters, refrigerators, ranges, washers, dryers, dishwashers, and other similar items (often referred to as "white goods"), and other large, bulky or heavy objects not normally discarded on a regular basis at Residences or Commercial Establishments. Bulky Items must not be more than eight (8) feet in length, or more than four (4) feet wide, and must not exceed once hundred fifty (150) pounds. Bulky Items does not include the following: automobile bodies, Construction and Demolition Debris, tires, oil, antifreeze and other hazardous substances, Household Hazardous Waste, Electronic Waste, Universal Waste, fluorescent bulbs, household batteries, MSW, Recyclable Materials, Food Scraps, Yard Trimmings or items requiring more than two (2) persons to remove.

In the event of a dispute between Contractor and a Customer as to whether an item meets the definition of a "Bulky Item" for Collection pursuant to this Section, the City shall make the final determination.

Bulky Items Collected by Contractor shall not be landfilled or Disposed until the following hierarchy of Diversion efforts has been followed by Contractor and Contractor has made reasonable, verifiable and documented efforts to Divert Bulky Items from Disposal:

1. Re-use "as is" or repair.
2. Disassemble for re-use, re-purposing or Recycling.
3. Recycle.

4. Dispose.

For appliances containing Freon or any other coolant that is Hazardous Waste, Contractor shall be responsible for the proper removal of the Freon from the appliances in a manner consistent with federal, state and local laws and regulations, and for Recycling the metal from said appliances, all at no additional cost to the Customer or the City. Contractor may perform this service itself, or deliver the Collected appliances to a fully permitted third party for removal of the Freon and Recycling of the metal.

Contractor shall participate in the Orange County MattressCare Recycling program and the Orange County Carpet Stewardship Recycling program by diverting mattresses and carpets to the County's programs when these materials are included in the Bulky Item Collection.

Contractor shall maintain records of the Customers requesting Bulky Item Collections, the number of Collections requested by each Customer, the number of Collections provided by Contractor, the number and Tons of Bulky Items delivered for repair, re-use, re-purposing and Recycling, the names, addresses and contact persons at the organizations and facilities where Contractor has delivered Bulky Items for re-use, repair and/or Recycling, and the types of Bulky Items Contractor is able to Divert to repair, re-use, re-purposing and the Tons Disposed. The number of Collections and the Tons Collected, Diverted and Disposed each month shall be included in Contractor's Monthly and Annual Reports as described in Attachment K. Contractor shall submit additional records and information (including, but not limited to, records of the number of requests per Customer, the types of Bulky Items Contractor is able to Divert and the organizations or Persons Contractor delivered Bulky Items to for Diversion) to the City upon request.

### *4.2 Household Hazardous Waste Collection Program and Drop Off Event.*

### 4.2.1 Household Hazardous Waste Quarterly Collection Program.

Contractor shall provide all labor, equipment, vehicles, licenses, permits and services necessary to Collect Household Hazardous Waste ("HHW") from Single Family Dwelling Premises in City. Contractor shall provide up to four (4) HHW Collections from each Single Family Dwelling per calendar year at no charge, one per quarter. Contractor may coordinate HHW collection routing to offer Collection during a single day or week to reduce collection costs.

For purposes of this Agreement, HHW includes all types of material listed in the definition of HHW in Attachment A. A Single Family Dwelling Customer or the City may request Collection of Household Hazardous Waste by scheduling an appointment with Contractor a minimum of five (5) business days in advance of the scheduled quarterly Collection day(s). Contractor shall provide the Customer with instructions for properly preparing the HHW for Collection, and shall arrange with the Customer for a proper, safe and secure location from which the HHW is to be Collected. Contractor shall only Collect HHW when there is an adult present at the Single-Family Dwelling or in the absence of an adult at the

Single-Family Dwelling, when there is a safe and secure location in which the HHW can be placed (i.e. a side or back yard). Contractor shall instruct Customers not to place HHW for Collection at curbside or in alleys. Contractor shall deliver or mail any bags or other materials or containers necessary for Customers to use to properly and safely package and place the HHW for Collection. Contractor shall provide special assistance when Collecting HHW materials from Disabled Persons (as defined in Attachment A).

Eligible HHW materials for Collection include, but are not limited to, the following:

Cleaning products: ammonia, floor stripper, oven cleaners, rug, upholstery and floor cleaners, tile and shower cleaners, furniture polish, drain cleaners, rust remover, naval jelly and solvents.

Automobile maintenance products: car waxes and polishes, starting fluids, solvent cleaners, antifreeze, repair products, vehicle batteries, brake fluid, transmission fluid, windshield washer fluid, hydraulic fluid, motor oil, oil filters and gasoline and diesel fuel. *[Gasoline and diesel fuel must be placed in containers designed and sold for the containment and transportation of fuel; maximum of ten (10) gallons.]*

Home maintenance and improvement products: oil-based stains, and paints, liquid latex paint, caulking, varnish, paint thinners, chemical strippers, spray paint, artist paint, insect repellants, insecticides, pesticides, poisons, rat poison, kerosene, lighter fluid, and pool chemicals, pool acid and chlorine (tablets or liquid), hobby glue, driveway sealer *[maximum of five (5) gallons].*

Personal care items: nail polish and remover, hair color.

Electronic Waste items (E-Waste): video display devices such as televisions, television screens, computer monitors, plasma television screens, computer-related items, printers, copiers, scanners, multi-function desktop machines (such as a combination printer/fax/copier), stereos, speakers, cables, computer CPU's, LED screens and monitors, computer keyboards, computer mouse, LED bulbs, VCR's, DVD/CD/tape players, cellular telephones, ipods, tablet computers, MP3 players, Gameboys, remote controls for electronic devices, microwave ovens, toasters, irons, and all other corded appliances and corded devices.

Universal Waste items (U-Waste): AA, AAA, C Cell and D Cell batteries; fluorescent tubes and bulbs and other mercury containing lamps (including high intensity discharge [HID], metal halide, sodium and neon bulbs); mercury containing devices such as thermostats, switches, thermometers, and relays (including those found in pre-1972 washing machines, sump pumps, electric space heaters, clothing irons, and silent light switches); pilot light sensors from gas appliances; mercury gauges from barometers, manometers, blood pressure and vacuum gauges; mercury-added novelty items such as greeting cards that play music when opened, athletic shoes with flashing lights in the soles, and mercury maze games; emptied aerosol cans.

Sharps, such as needles, lancets and syringes. *[Sharps must be placed into a rigid sealed, puncture resistant container for Collection.]*

Pharmaceutical wastes shall be included if and when state law has been revised to permit Collection of these materials under this type of collection program, and Contractor is directed by City to include pharmaceutical wastes.

Ineligible materials for the HHW Quarterly Collection Program include, but are not limited to, the following: biological waste, ammunition and explosives, appliances, asbestos, commercial chemicals, construction related materials, containers over five (5) gallons (with the exception of fuel described above), fire extinguishers, Food Scraps, cooking oil and grease, gas cylinders/pressurized cylinder, liquid mercury/elemental mercury and broken items that contain mercury, materials improperly packaged for Collection and transportation, materials in leaking containers, radioactive materials, tires, MSW, Bulky Items, unknown or unlabeled materials.

In the event of a dispute between Contractor and a Single Family Dwelling Customer as to whether a material is eligible for Collection by the HHW Quarterly Collection program, the decision of the City shall be final.

Contractor shall participate in the Orange County PaintCare program by diverting Paint to the County's program when Paint is picked up in the HHW Quarterly Collection program.

Contractor shall Divert a minimum of eighty percent (80%) of all Collected HHW from Disposal by use of in-house resources (if Contractor is fully licensed and holds all required permits to do so) and/or use of third parties that are properly licensed and possess all required permits under local, state and federal law and regulations for Recycling, treating, and otherwise handling HHW to Divert it from Disposal. Contractor shall Dispose of any non-Divertible HHW in accordance with all local, state and federal regulations and only at properly permitted HHW Disposal facilities operating in accordance with all applicable local, state and federal laws and regulations.

Contractor shall maintain records of the Single Family Dwelling Customers requesting HHW Collections, the number of Collections requested by each Single Family Dwelling Customer, the number of Collections provided by Contractor, addresses of each Collection, the number, types, and quantities of HHW delivered for Diversion, the third-party Persons or organizations where HHW was delivered for Diversion, and the quantities and types of HHW Disposed, including the licensed and permitted Disposal sites where HHW was Disposed. The number of Collections, types of HHW, quantity of each type of HHW and the total quantity of HHW Collected, Diverted and Disposed each month shall be included in Contractor's Monthly and Annual Reports as described in Attachment K. Contractor shall submit additional records to the City upon request. Contractor shall create and maintain all transportation manifests, records, lists and all other documentation for HHW Collection, transportation and Disposal that are required by local, federal and state laws and regulations. Contractor shall provide pollution control

insurance as described in Section 10 of the Agreement. Contractor shall provide the HHW Quarterly Collection Program at no additional cost to the City or to Single Family Dwelling Customers.

### 4.2.2 Household Hazardous Waste Drop-off Event.

Contractor shall provide one (1) Household Hazardous Waste drop-off event per year for Laguna Beach Residents. Household Hazardous Waste acceptable for drop-off is defined in Section 4.2.1 of this Attachment B, as well as in Attachment A. The event shall be held on a non-holiday weekend in June, or on another day mutually agreed upon by City and Contractor. Contractor shall notify all Residents of the events as set forth in Section 5 of this Attachment B. The notices shall inform Residents that they should come prepared to demonstrate that they reside in the City of Laguna Beach by showing one of the following items: driver's license, utility bill, Contractor's bill, or other bill with the Resident's name and a Laguna Beach address. Contractor shall accept HHW from all Residents in attendance during the advertised hours for the event and no Resident shall be turned away from the event. The drop-off event shall be conducted on a "first come-first served" basis. Contractor shall operate the event for a minimum of six (6) hours each drop-off day and shall design and operate the event such that a minimum of 30 vehicles per hour dropping off materials can be processed.

Contractor shall arrange the in-City location for each event and shall provide all required labor, equipment, safety gear, traffic control, any other needed elements for such events and shall obtain all required permits for each event. A site plan and traffic control plan shall be submitted to the City for approval at least thirty (30) days prior to each event. The event shall be held at a site located by Contractor and approved by City. Contractor shall conduct each event in compliance with all applicable federal, state and local laws. All Household Hazardous Waste shall be sorted at the drop-off site and properly prepared and packaged for proper disposal or Recycling.

Contractor shall participate in the County's PaintCare program by Diverting Paint to the County's program when Paint is dropped off at the HHW Collection Event.

Contractor shall Divert a minimum of eighty percent (80%) of all Collected HHW from Disposal by use of in-house resources (if Contractor is fully licensed and holds all required permits to do so) and/or use of third parties that are properly licensed and possess all required permits under local, state and federal law and regulations for Recycling, treating, and otherwise handling HHW to Divert it from Disposal. Contractor shall Dispose of any non-Divertible HHW in accordance with all local, state and federal regulations and only at properly permitted HHW Disposal facilities operating in accordance with all applicable local, state and federal laws and regulations.

Contractor shall maintain records of the number of Customers dropping off materials during the drop-off event, types, and quantities of HHW dropped-off for Diversion, the third-party Persons or organizations where HHW was delivered for Diversion, and the quantities and types of HHW Disposed, including the licensed and permitted Disposal

sites where HHW was Disposed. The number of Customers dropping off materials during the drop-off event, types of HHW, quantity of each type of HHW and the total quantity of HHW Collected, Diverted and Disposed at each drop-off event shall be included in Contractor's Monthly Report for the month the drop-off event was held as described in Attachment K. Contractor shall submit additional records to the City upon request. Contractor shall create and maintain all transportation manifests, records, lists and all other documentation for HHW Collection, transportation and Disposal that are required by local, federal and state laws and regulations. Contractor shall provide pollution control insurance as described in Section 10 of the Agreement. Contractor shall provide the HHW Events at no additional cost to the City or to Customers.

***4.3 Holiday Greenery Collection and Recycling.***

Contractor shall collect, at curbside or in alley locations, Christmas trees and other holiday greenery from Single Family Dwellings for three (3) full weeks from December 26 through January 15 of each year of the Term. (After this period trees shall be Collected as Bulky Items and shall be counted as one of the four (4) Bulky Item Collections per calendar year as described in Section 4.1 of this Attachment B.) Trees up to six feet (6') in length shall be Collected and Diverted without Customers being required to cut them. Contractor may request that Customers with larger trees cut the trees into pieces no longer than six feet (6') by placing such information in the postcard or brochure advertising the program and/or by tagging the tree stating it must be cut into smaller length(s). Contractor shall prepare a brochure or postcard informing residents of such Collection service. Contractor shall submit a draft of the brochure or postcard to City for review and approval by October 1 of each year of the Term. The brochure or postcard shall be prepared and mailed first-class postage, and shall be professionally designed and mailed so that residents receive the brochure or postcard not later than December 10. Residents shall be instructed on how to prepare Holiday Greenery for Recycling including removing all ornaments, lights and tinsel. Holiday Greenery which complies with these instructions shall be delivered by Contractor to the City designated Compost Facility or other City-designated Processing Facility.

Contractor shall Compost or otherwise Divert all Collected holiday greenery that meets the requirements of this Section (i.e. trees that contain no flocking, tinsel, lights or ornaments). Contractor is prohibited from delivering Holiday Greenery Collected in City and any Compost or mulch created from holiday greenery Collected in City, to any landfill for use as ADC.

Trees and greenery that have been flocked or are Contaminated by ornaments, lights and/or tinsel shall be delivered to the City designated Disposal Facility for Disposal.

Contractor shall provide City a written report by February 15 of each year of the Term, listing the Tons of Christmas trees and holiday greenery collected, the Tons delivered to the Compost Facility or other City-designated Processing Facility and the Tons delivered to the Disposal Facility. Contractor shall provide City with copies of weight tickets from the Compost Facility or other City-designated Processing Facility and from the Disposal

Facility as documentation of the Tons Diverted and Disposed. Contractor shall provide the holiday greenery Collection program at no additional cost to the City or to Customers.

***4.4 Sharps Pre-Paid Mail-Back Program.***

Contractor shall provide Customers with pre-paid, postage-paid mail-back Sharps containers to safely store used Sharps and send Sharps for proper disposal. Customers shall be provided with a toll-free number to call to arrange to receive the pre-paid, postage-paid mail-back Sharps container mailed to their Residence. Contractor shall also provide ten (10) mail-back Sharps containers to City for distribution to residents as needed, and Contractor shall replenish the supply to City on an on-going basis as needed through Term of Agreement. Contractor shall ensure that all Sharps are being properly disposed by the Persons or organizations that Contractor has subcontracted with to provide the Sharps collection and disposal service and that such disposal methods meet all applicable local, state and federal laws and regulations regarding Sharps handling and disposal.

Contractor shall also Collect Sharps that are properly containerized as part of the Door-to-Door HHW Collection program described in Section 4.2.1 of this Attachment B and in the HHW Annual Drop-Off Events described in Section 4.2.2 of this Attachment B. Contractor's inclusion of Sharps Collection in the HHW program shall not be a substitute for providing the pre-paid postage-paid mail-back program described herein, but shall be provided by Contractor in addition to the pre-paid postage-paid mail-back Sharps program.

Contractor's Public Information materials as described in Section 5 of this Attachment B shall annually inform Customers about the availability of the Sharps pre-paid postage-paid mail back program and shall emphasize the importance of keeping Sharps out of the MSW, Recyclable Materials and Food Scrap/Yard Trimmings Carts. Contractor shall also advertise the program on its web site.

Contractor shall provide a monthly and annual report to the City on the number of Sharps pre-paid mailer kits provided to Customers both through home delivery of kits and by Customer pick-up at the in-City pick-up location. The report shall also list the number of Sharps containers mailed back for proper Disposal and the number (if any) Collected by Contractor as part of the Door-to-Door HHW Collection program and the Annual HHW Drop-Off Events. Contractor shall provide the Sharps Program at no additional cost to the City or to Customers.

***4.5 Community Shredding Event.***

Contractor shall advertise and conduct two (2) shred events each calendar year during the Term, one (1) in conjunction with Earth Day in the Spring and the second ($2^{nd}$) in conjunction with America Recycles Day in the Fall, with both days/dates approved by the City. Residents and Commercial Establishments of City may bring a maximum of ten (10) "banker's boxes" per Resident and/or Commercial Establishment for shredding. City Hall

and other City Facilities may participate in the shred events by bringing documents for shredding. Contractor shall arrange the in-City location(s) for such events and shall provide all required labor, equipment, traffic control and other needed elements for such events. A site plan and traffic control plan shall be submitted to the City for approval at least thirty (30) days prior to each event. At Contractor's discretion, or if so directed by City, Contractor may require participants to show evidence of residence or business location within the City (for example by providing a driver's license, utility bill or other documentation that the Customer resides within Laguna Beach). Contractor shall advertise the events through its website and through mailings and other Public Information and outreach methods described in Section 5 of this Attachment B. If Contractor or City chooses to require proof of City residency at the events, Contractor shall include this requirement in all Public Information materials prior to each community shredding event.

Contractor shall ensure that all paper delivered by Customers to the community shredding events is properly shredded and Recycled. Contractor shall provide a report to the City within thirty (30) days after each event listing the number of participants and the quantity of paper received, shredded, and Recycled as well as the name of the subcontractor used for the shredding/secured destruction and recycling of the paper. Contractor shall provide the community shredding events at no additional cost to the City or to Customers.

***4.6 Annual Compost Giveaway Event.***

Each year during the Term, Contractor shall provide two (2) free Compost distribution events within the City for Residential Customers. The Compost product shall be provided in bags containing one (1) cubic foot of Compost and each Resident shall receive up to five (5) bags of Compost per event. Contractor shall provide a sufficient quantity of Compost for five-hundred (500) residents per event. The Compost shall be laboratory tested and shall meet the U.S. Composting Council's Seal of Testing Assurance standards. Laboratory test results of the product(s) to be distributed shall be submitted to City a minimum of fifteen (15) days prior to each distribution events. Contractor shall notify City at least sixty (60) days in advance of the Compost giveaway events. The parties shall coordinate regarding the location and timing for each event, which shall be held each year of the Term in February and on Earth Day, with the first event being held in February 2025. Finalization of event dates, or any changes in event dates, shall be mutually agreed to by the City and the Contractor. The Compost Giveaway events will be conducted on a "first come-first served" basis. Contractor shall operate each event for a minimum of six (6) hours. No Resident shall be turned away.

If possible, Contractor shall provide Compost made from Food Scraps and Yard Trimmings Collected and processed in California and/or Compost produced at the City-designated Composting Facility described in Attachment P and shall report the origin of the Compost to the City for use as part of City's SB 1383 procurement requirements in CCR Chapter 12, Article 12, Section 18993.1.

Contractor shall arrange the in-City location(s) for such events and shall provide all required labor, equipment, traffic control and other needed elements for such events. A site plan and traffic control plan shall be submitted to the City for approval at least thirty (30) days prior to each event. At Contractor's discretion, or if so directed by City, Contractor may require participants to show evidence of residence within the City (for example by providing a driver's license, utility bill or other documentation that the Customer resides within Laguna Beach). Event dates shall be mutually agreed to by the City and the Contractor. Contractor shall advertise the events through its website and through mailings and other Public Information methods described in Section 5 of this Attachment B. If Contractor or City chooses to require proof of City residency at the events, Contractor shall include this requirement in all Public Information materials prior to each compost giveaway event.

Contractor shall provide City with a report within thirty (30) days following each event listing the number of participants, the quantity of Compost distributed, and the origin of the Compost. Contractor shall provide the Compost described herein for the giveaway events at no additional cost to the City or Residents.

***4.7 Composting Workshops.***

Contractor shall advertise and conduct four (4) Composting workshop events for Residents each calendar year during the Term on non-holiday weekends, one per quarter in January, April, July and October of each year, or on other days mutually agreed upon by City and Contractor.

Contractor shall arrange the in-City location(s) for such events and shall provide all required labor, equipment, traffic control and other needed elements for such events. A site plan shall be submitted to the City for approval at least thirty (30) days prior to each event. At Contractor's discretion, or if so directed by City, Contractor may require participants to show evidence of residence location within the City (for example by providing a driver's license, utility bill or other documentation that the Resident resides within Laguna Beach). Event dates shall be mutually agreed to by the City and the Contractor. Contractor shall advertise the events through its website and through mailings and other Public Information methods described in Section 5 of this Attachment B. If Contractor or City chooses to require proof of City residency at the events, Contractor shall include this requirement in all Public Information materials prior to each Composting workshop event.

Contractor shall sell home composting units, type/model approved by City, at a twenty-five percent (25%) discount (compared to retail prices) to Residents attending the Composting workshops. Contractor shall bring twenty (20) units for sale to the first Composting workshop to be held in October 2024, and then adjust quantities accordingly for future Composting workshops based on sales during the first and future Composting workshops. City may revise the number of discounted Composting units that Contractor is required to offer for sale at each Composting Workshop.

Contractor shall develop and produce a professional, well-formatted, four-color, designed pamphlet or brochure educating residents on Composting, how-to Compost, benefits of composting, and other relevant information related to composting for distribution at each Composting workshop event, at other events attended by Contractor and as requested by City and/or Resident. Contractor shall provide one hundred (100) copies of the Composting pamphlet or brochure to City each year in July. This amount may be adjusted by the City each year, according to the demand for the pamphlet or brochure. All costs associated with the preparation of a professional, well-formatted and designed pamphlet or brochure, as well as costs of printing shall be borne by Contractor.

Contractor shall provide the Composting workshop events, composting educational pamphlet/brochure and discounts on home composting units at no additional cost to the City or to Customers.

***4.8 City Services.***

Contractor shall provide all of the following services during the Term of the Agreement.

**4.8.1 City Sponsored Special Events.**

City may sponsor, co-sponsor, host or otherwise organize special events within Laguna Beach, referred to as "City Sponsored Special Events". Contractor shall, at no additional cost to City, design and implement a "Solid Waste and Recycling Plan" for up to twenty (20) City Sponsored Special Events each calendar year. The City Sponsored Special Events for the Collection of MSW, Food Scraps and Recyclable Materials preceding, during and after the special event. Contractor shall provide, at no additional cost to City, temporary Containers with specially configured lids and appropriate signage, as approved by City, for the general public to dispose of MSW, source separated Recyclable Materials, and source separated Food Scraps, as well as larger sized Bins and/or Roll-Off Boxes as needed for cardboard and other materials. Contractor shall submit the "Solid Waste and Recycling Plan" a minimum of thirty (30) days prior to the City Sponsored Special Event, and City will provide comments/changes/feedback within ten (10) calendar days. Contractor shall make changes and finalize the Solid Waste and Recycling Plan no later than fourteen (14) days prior to the Event. City may require Contractor's Sustainability Coordinator to be present at such events to ensure (a) that all Containers have been properly delivered and positioned throughout the event space; (b) that all Containers have proper signage indicating what materials go in each Container; and (c) that the Containers are being emptied as frequently as required to prevent overflow of materials or placement of Divertible Materials in the MSW Containers or in the wrong Container. At City request the Coordinator shall also provide information to the public about available Diversion and other services and/or provide Public Information and Education materials and speak about MSW, Recycling and Diversion programs.

The City Sponsored Special Events are those listed in Attachment T and include, but are not limited to:

- Laguna Beach Chamber of Commerce Expo

- Annual Holiday Tree Lighting and Hospitality Night
- Earth Day/Kelp Fest
- Community Monthly Beach Cleanups
- Laguna Beach 4th of July Fireworks
- Laguna Beach Chamber of Commerce Community Events, six (6) total:
    - Taste of Laguna Beach
    - State of the Mayor
    - Installation
    - Mixers

Contractor shall develop and print a City-Sponsored Special Events brochure as described in Section 5 of this Attachment B. City may, in its sole discretion, change the events above at which the service shall be provided. Contractor shall provide a written report to the City within thirty (30) days after each City Sponsored Special Event listing total tons of MSW, Food Scraps and Recyclable Materials (by individual category) collected as well as facilities to which the MSW, Food Scraps and Recyclable Materials were delivered, together with copies of weight tickets and other pertinent supporting documents.

If City desires Contractor to provide such services at additional City Sponsored Special Events (in excess of twenty (20) per calendar year), the parties agree the additional compensation to Contractor shall be determined using the procedures in Section 5.13 ("City's Right to Change Scope of Work") and Section 14.07 ("Adjustments to Contractor Compensation Based on City-Directed Changes in Scope of Work") of the Agreement.

**4.8.1.1 Aluminum Cups for Special Events.** Contractor shall provide ten thousand (10,000) Ball Aluminum cups annually, beginning July 1, 2024, for use at City Sponsored Special Events and/or Large Venue Special Events (such as the Sawdust Festival and/or the Pageant of the Masters). The Ball Aluminum cups shall be as shown in Attachment CC. These one-hundred percent (100%) recyclable aluminum cups will be used to eliminate the use of plastic cups during such events. Contractor shall be responsible for having City's logo or environmental messaging printed on the cups. City shall supply to Contractor the messaging, logo or other image(s) to be printed on the cups on or before March 1, 2024.

On or before February 1, 2024, City will provide Contractor with a list of event(s) at which the cups will be utilized during the coming year. (For such purpose, the 'year' will run from July 1, through June 30). Contractor shall contact the event coordinator/organizers/owners and, with the assistance of the City, offer use of the cups.

For events that accept the use of the cups, Contractor shall provide collection receptacles for the cups at the event(s) and coordinate the recycling of the cups after the event.

Contractor shall also identify, approach and work with vendors at other City Sponsored Special Events, Large Venue Special Events and non-City-sponsored special events held in City to assist them in directly sourcing the cups. Contractor shall then provide the receptacles and coordinate the set up and Collection of the cups in receptacles at such events. Contractor shall provide such assistance to a minimum of five (5) additional events per year (over and above the events designated by City to receive the complementary aluminum cups).

In the event City desires to purchase additional cups with the City logo and/or messaging, City will pay Contractor for said additional cups using the price listed in Attachment D.

Contractor shall provide data to City in the monthly reports on the results of the recyclable aluminum cup program including the number of cups utilized, the pounds of cups recycled, and the name, number and size of each special event where recyclable aluminum cups were utilized and recycled.

**4.8.2 Large Venue Special Events.**

If any special event serves an average of two thousand (2,000) or more individuals per day of operation of the large venue special event, or takes place at a permanent venue facility that annually seats or serves an average of two thousand (2,000) or more individuals within the grounds of the facility per day of operation, it is considered a large venue special event pursuant to Public Resources Code Section 42648 *et seq.* and must comply with the requirements therein. Large venue special events in Laguna Beach include, but are not limited to, the Sawdust Festival, the Pageant of the Masters and Art-A-Fair.

Contractor shall develop and print a "Large Venue Special Events" brochure as described in Section 5 of this Attachment B. If requested by a special event operator, sponsor, the City, or the owner of operator of a "large venue" or "large event" Contractor shall attend annual or biennial meetings to discuss the types of MSW reduction, reuse and Diversion programs to be implemented at "large events" and "large venues." Upon the request of a large event or large venue owner or operator, or at the request of the City, Contractor shall prepare a "Solid Waste and Recycling Plan" for large events and for large venues within the City. Said plans shall be prepared within sixty (60) days after each plan is requested and shall contain all the elements required to implement Public Resources Code Section 42648 et seq. including, but not limited to, the methodology to be used to Collect and Divert Recyclable Materials, Food Scraps and Yard Trimmings (if applicable) generated by the event and to Collect and Dispose of MSW generated at the event.

If requested by the City or the large event or large venue operator/producer, Contractor shall provide the services described in this Section 4.8.2.. Contractor shall provide temporary Containers with specially configured lids and appropriate signage, as approved

by the event operator/producer or City, for the general public to dispose of MSW, source separated Recyclable Materials, and source separated Food Scraps, as well as larger sized Bins and/or Roll-Off Boxes as needed for storage of materials. Contractor may charge the event producer or organizer rates that do not exceed the maximum rates listed Attachment D for these services. Contractor shall provide prompt, timely and continuous Collection services throughout the entire special event, including, but not limited to the following: (a) Delivery of Carts, Bins, Roll Off Boxes and temporary Containers for use by the special event and general public, prior to the pre-event setup when the event has vendors arriving to set up (for example, set up of stages, vendor areas, media center, special pathways, etc.). Contractor shall provide a minimum of three (3) Recyclable Materials Roll Off Boxes and two (2) MSW Roll Off Boxes during set up, tear down and during the event. The number of Food Scraps and Yard Trimmings Bins shall be customized as needed based upon the size and duration of each special event. (b) Contractor shall work with the City to develop markets for the set-up materials (e.g. metal, wood, orange plastic mesh, and other by-products of set up construction activities and tear down demolition activities). For materials with markets or re-use opportunities, Contractor shall provide separate Bins and/or Roll Off Box(s) for Collection of such materials and shall deliver them for separation and marketing or donation to appropriate markets or outlets. (c) Contractor shall provide timely Collection services provided throughout all stages of the event and, as necessary, throughout the days of the event. This includes early Collection services for all Containers during pre-event set up and during each day of the event. For example, Collection services may be required as early as 11:00 a.m. on the days of the event and/or on pre-event set up days. (d) Contractor shall work with event staff to monitor the fullness of all Containers on each day of the event, in order to Collect Containers before any are completely full or overflowing, in order to prevent Contamination of Recyclable Materials and Food Scraps and in order to prevent Recyclable Materials and/or Food Scraps being placed in the MSW Containers. (e) Contractor shall provide Collection service late in the day and into the evening hours if required to keep Containers from becoming Overfull. (f) Contractor shall provide Sunday Collection services for the event and such service shall continue until the event ends and all tear down and clean-up has occurred (note: this may require Collection Service on the day(s) after the event concludes).

Contractor shall provide a report to the City within forty-five (45) days of the end of the large venue special event describing in detail the MSW reduction, reuse and Recycling programs that were conducted at the event. Said report shall also include the total Tons of MSW Disposed from the event and the total Tons of Recyclable Materials, Food Scraps and Yard Trimmings Diverted and delivered to City-approved Processing Facilities with copies of weight tickets for all tons Diverted and Disposed. The report shall also include the overall percentage of materials that were diverted by Contractor from the event and the percentage of MSW that remained and was Disposed.

### 4.8.3 Non-City Sponsored Special Events.

If the special event serves less than an average of two thousand (2,000) or more individuals per day of operation of the special event, or takes place at a permanent venue

facility that annually seats or serves an average of less than two thousand (2,000) or more individuals within the grounds of the facility per day of operation, it is considered a special event.

Contractor shall develop and print a "Special Events" brochure as described in Section 5 of this Attachment B and disseminate it to operators/producers of special events in the City of Laguna Beach and to those organizations or other Persons who may be planning special events.

If requested by City or a special event operator/producer, Contractor shall design and implement a "Solid Waste and Recycling Plan" for special events in the City for the Collection of MSW, Food Scraps, Yard Trimmings (if appropriate) and Recyclable Materials preceding, during and after the special event. Contractor shall provide temporary Containers with specially configured lids and appropriate signage, as approved by City or by the event operator/producer, for the general public to dispose of MSW, source separated Recyclable Materials, and source separated Food Scraps, as well as larger sized Bins and Roll-Off boxes as needed for storage of materials. Contractor may charge the occupant, coordinator, manager or sponsor of a special event rates that do not exceed the maximum rates set forth in Attachment D.

Within thirty (30) days of the end of the event, Contractor shall provide a written report to the operator/producer of the event, with a copy to the City, listing the total Tons of MSW, Food Scraps and Recyclable Materials (by individual category) Collected as well as the City-designated Processing Facilities to which the Food Scraps and Recyclable Materials were delivered. Contractor shall include copies of weight tickets from each Processing Facility and from the Disposal Site and other pertinent supporting documents.

### 4.8.4 Emergency Collection and Disposal Service.

In the event of a natural disaster or other unforeseen emergency situation (e.g. earthquake, riot, or flood) Contractor shall, to the best of Contractor's ability, provide emergency services to City within four (4) hours of notification by the City. Emergency services may include, but are not limited to, loading, collecting and hauling MSW, Construction and Demolition Debris (including but not limited to flood and earthquake debris), and large items to Processing Facilities, Disposal Sites or stockpiles as directed by City. Contractor shall provide, at a minimum, Collection vehicles, drivers and other personnel regularly assigned to the City, and shall also provide additional equipment, vehicles and personnel if available. Contractor shall be compensated directly by City for these services at the emergency service costs set forth in Attachment D. Emergency services costs reflect the hourly rate for one Collection vehicle and a two (2) person crew.

In the event that Contractor is unable to provide emergency services or is unable to provide sufficient or timely emergency services to City, City reserves the right to contract with another solid waste enterprise or any other Person on a temporary basis to Collect, transport, stockpile, Divert and/or Dispose of MSW, Construction and Demolition Debris

and all other materials as needed for City to protect the public health, safety and welfare.

### 4.8.5 Collection Services at City Facilities.

Contractor shall provide Collection, at no cost to City, of all MSW, Recyclable Materials, Yard Trimmings/Wood, Food Scraps, E-Waste, tires, Bulky Goods and metals generated at Premises owned and/or operated by the City, at the locations and at the frequencies specified on Attachment S, but in no event less than once per week. Collection shall be at a time convenient for the City. The City may direct Contractor to change the frequency of Collection, the number and/or type of Container(s) provided, and/or the method of Collection.

### 4.8.5.1 Provision and Collection of Roll Off Boxes at City Yard.

Contractor shall provide and Collect two (2) forty (40) cubic yard Roll Off Boxes at the City yard at no charge to City. Contractor shall transport the first 40-yard Roll Off Box containing Yard Trimmings to the City-designated Compost Facility. Contractor shall transport the second 40-yard Roll Off Box containing abandoned items collected by City crews, materials from beach and other litter cans, and other items disposed of by City to the City-designated Clean Material Recovery Facility for sorting of the contents of said Roll Off Box. The Recyclables from the beach litter cans will be in white bags in order to identify the Recyclables stream. These white bags containing Recyclables shall be opened and sorted for Divertible Materials at the Clean Materials Recovery Facility. Contractor shall Divert the maximum possible quantity of Recyclable materials and the maximum amount possible of each Recyclable material on the list of Divertible Materials included in Section 6 of this Attachment B. In addition, Bulky Items included in the second 40-yard Roll Off Box shall be Diverted for re-use or Recycling to the maximum extent possible based upon the hierarchy for Diversion of Bulky Items contained in Section 4.1 of this Attachment B. The amount of Recyclables, MSW, Yard Trimmings, Bulky Items Recycled and Bulky Items Disposed, along with the Processing Facility utilized for each Recyclable Materials stream, shall be included in the Monthly Report to City as described in Attachment K. Contractor shall participate in the Orange County MattressCare Recycling program and the Orange County Carpet Stewardship Recycling program by Diverting mattresses and carpets to the County's programs when these materials are included in the Roll Off Box containing Bulky Items.

### 4.8.5.2 Provision of Metals Recycling at City Yard; E-Waste, Ink Cartridge and Battery Recycling Containers at City Hall; and Battery and CFL's Collection at the Community Center.

Contractor shall provide the following services to City at no charge. Contractor shall, provide and Collect a three (3) cubic yard Container for metals Recycling at the City Corporation Yard. Contractor shall Collect and Recycle the metals on a bi-weekly basis.

Contractor shall transport the metals to a City-approved Recycling facility for metals Recycling.

Contractor shall provide and Collect a two (2) cubic yard Container for E-Waste, a 96-gallon Recycling Cart for printer ink cartridges and a small Container for battery Recycling at City Hall. Contractor shall Collect and Recycle the E-Waste, ink cartridges and batteries on a monthly basis. Contractor shall Transport the E-Waste, ink cartridges and batteries to a City-approved Recycling facility for Recycling of each stream.

Contractor shall provide and Collect a small Container for battery Recycling and a small Container for compact fluorescent lightbulbs ("CFL's") Recycling at the City's community center. Contractor shall collect and Recycle the batteries and CFLs on a monthly basis. Contractor shall Transport the batteries and CFLs to a City-approved Recycling facility for Recycling of each material.

The Tons/pounds of metals, E-Waste, ink cartridges, batteries and CFLs along with the Recycling Facilities used for Processing and Diversion of each of these materials, shall be included on the Monthly Report to City as described in Attachment K.

### 4.8.6 Bulky Item Collection Service For City

Contractor shall, at no charge to City, provide Bulky Item Collection on a monthly basis for Bulky Items accumulated by City. City will contact Contractor to arrange for Collection of Bulky Items from the location designated by City. The number of items included in each monthly Collection shall be unlimited, but is estimated to be fewer than five (5) items. Bulky Items Collected from City shall be diverted for re-use or recycling to the maximum extent possible according to the hierarchy for Diversion contained in Section 4.1 of this Attachment B. Contractor shall participate in the Orange County MattressCare Recycling program and the Orange County Carpet Stewardship Recycling program by diverting mattresses and carpets to the County's programs when these materials are included in the Bulky Item Collection.

### *4.9 Green Business Certification and Re-Certification.*

City is a member of the California Green Business Network (CAGBN) and shall provide Contractor access to City's membership number and other materials necessary for Contractor to carry out the tasks described herein. Contractor shall perform all inspections, trainings, preparation of plans and specifications and all other tasks required to work with businesses to certify a minimum of fifteen (15) new Commercial and Business Establishments each year as Green Businesses pursuant to the requirements and standards of the CAGBN. This is a voluntary program for Commercial and Business Establishments. In addition, each year, Contractor shall perform re-certification of all existing Green Businesses in Laguna Beach that have their CAGBN Green Business certification expiring in that year. Contractor shall follow the biannual re-certification process required by the CAGBN, so that the Commercial Establishment is recertified by the CAGBN. For purposes of this Section 4.9, the year shall be measured from July 1

through June 30 of the following year, with the first year being July 1, 2024 through June 30, 2025.

On or before July 30, 2025, and on or before July 30 each year thereafter, Contractor shall provide a report on Green Business certification and re-certification to City for the previous year (i.e. July 1 – June 30). The report shall include the number of Commercial Establishments Contractor worked with to be certified as Green Businesses by the CABGN during the previous July 1 – June 30 timeframe, along with the name, address, telephone number, and contact person for each Commercial Establishment. The report shall also include the number of Commercial Establishments Contractor worked with to obtain re-certification as Green Businesses by the CABGN during the previous July 1 – June 30 timeframe, along with the name, address, telephone number, and contact person for each Commercial Establishment

In August of each year of the Term, beginning in August 2025, City will evaluate to determine whether the requirements described herein have been achieved. For Contractor to achieve the metrics outlined above, Contractor must complete fifteen (15) new Green Business certifications by the CABGN during the previous July 1 – June 30 timeframe AND complete all bi-annual re-certifications by the CABGN for current Green Businesses set to expire during the previous July 1 – June 30 timeframe. If City finds that the performance metrics outlined in this Section 4.9 have not been achieved, Contractor shall pay City for the number of required new certifications and/or re-certifications that were not completed, as described in Section 10.03 of the Agreement.

Contractor shall educate Commercial Establishments about the opportunity to obtain CAGBN Green Business certification and re-certification and the requirements for each, by meeting in person or by online meetings, whichever method is preferred by the Commercial Establishment. Contractor will assist Commercial Establishments in completing applications to the CAGBN for certification or re-certification in person or by online meetings, whichever method is preferred by the Commercial Establishment. CAGBN-certified Green Businesses implement practices that lead to cost savings in energy, water and solid waste and Recycling. The CAGBN's Green Business certification program focuses on the following:

- Reduced Water Use – Low flow toilets and auto-off faucets
- Conserve Energy - Upgrade lighting and equipment to save energy
- Commute Sustainably - Promote and incentivize alternative transportation for employees
- Prevent Pollution – Eliminate and/or properly dispose of harmful chemicals
- Use Non-Toxic Cleaners – Use safer, environmentally preferable cleaning chemicals
- Avoid Waste – Eliminate unnecessary packaging, printing, and purchasing

- Recycle Materials – Divert waste from Disposal through reuse, Recycling and Composting

- Hire Local Vendors - Working local means less vehicle use

Each quarter during the Term (beginning January 2025) during a regularly scheduled City Council Meeting, Contractor shall coordinate with City staff to present and recognize the newly certified Green Businesses that were certified since the previous quarterly recognition.

***4.10. Textile Diversion Program***

Contractor shall provide all labor, equipment, vehicles, licenses, permits and services necessary to Collect Textiles (as defined in Attachment A) from Single Family Residential Premises and Multi-Family Residential Premises in City. Contractor shall conduct two (2) Textile pick-up events per year for during the Term, and provide Public Information and Consumer Education for each event. The Textiles pick up days shall occur as follows for Single Family Residential Premises: during the first week in May and during the first week in October of each year, or on other dates mutually agreed to by City and Contractor. The Textiles pick up days shall occur as follows for Multi-Family Residential Premises: during the second week in May and during the second week in October of each year, or on other dates mutually agreed to by City and Contractor. Contractor shall notify all Customers in Single Family Dwellings and Multi-Family complexes of the events as set forth in Section 5 of this Attachment B.

Contractor shall arrange for the Collection of Textiles from Single Family Residential Premises by having the Textiles placed at curbside in a manner defined by Contractor, which may include Textiles in a paper bag, plastic bag or a bag provided by Contractor. Single Family Residential Premises shall be notified by April 9 of the May event and by September 9 for the October event. The notification shall instruct Single Family Residents to call or email by April 23 for the May event and by September 23 for the October event to schedule the pick up on the advertised Textile collection days in May and October of each year as described herein.

Contractor shall arrange for the collection of Textiles from Multi-Family Residential Premises on a day during the second week in May and the second week in October of each year of the Term. Customers shall be instructed to place Textiles in a pre-arranged location on the Multi-Family Residential Premises in a manner defined by Contractor, which may include Textiles in a paper bag, plastic bag or a bag provided by Contractor. Multi-Family Residents shall be notified by April 9 of the May event and by September 9 for the October event. The notification shall instruct Multi-Family Residents of the pre-arranged location in the Multi-Family Residential Premises to place their textiles in May and October of each year as described herein.

Contractor shall provide instructions to Residents regarding the types of Textiles accepted, instructions for preparing the Textiles for pick up and where to place the

Textiles for pick up. Contractor shall provide special assistance when collecting Textiles from Disabled Persons.

The Textile Collection program is further described in Attachment H. Contractor must identify the end user(s) of the Textiles for each Textile event, and receive City approval for same. Textiles shall be re-used, Recycled, pulped or used for some other Diversion purpose and/or method agreed to by City, with every effort made to have the end use benefit those in need in Laguna Beach and secondarily in Orange County. Contractor may contract with a third party, approved in advance by the City, to conduct all or part of the Textile Events, such as St. Vincent de Paul, Goodwill, etc. Contractor shall provide City a copy of the agreement between Contractor and the third party to conduct all or part of the Textile Events.

***4.11. Reverse Vending Machines.*** Contractor shall provide and install ten (10) Olyns Cube reverse vending machines as shown in Attachment CC in locations throughout the City. The machines shall provide a self-service option for residents and visitors to recycle CRV containers. Users will be able to download an app that will calculate and pay the user for the CRV containers that are deposited in the machine. Payment will be made via Paypal. The app will calculate each user's recycling and sustainability impact by providing a customized sustainability dashboard. The reverse vending machines shall also include a sixty-five inch (65") video screen which can display customized Laguna Beach sustainability messages or information about City events, services or other programs.

Contractor shall provide all labor, equipment, vehicles, licenses, permits (other than City-issued permits which will be issued by City, provided the proposed locations meet all City codes, zoning, standards and all other City requirements) and services for acquisition and installation of the reverse vending machines. Contractor shall be responsible for programming and/or uploading content and messaging for the video displays. Contractor shall not allow the Olyns reverse vending machines to display any messaging or advertisements without obtaining prior written approval from the City of the content and graphics (including any audio messages). In the event non-City approved messaging, graphics or audio is programmed into the machine(s) Contractor shall immediately have such content removed within six (6) hours of notification by he the City.

Contractor shall physically check each reverse vending machine on a weekly basis to test it, make sure it is operating properly, and ensure all messaging, graphics and audio content has been previously approved by the City. Contractor shall be responsible for all required repair and maintenance of the machines during the Term. If a machine becomes inoperable or non-repairable, Contractor shall either repair or remove the machine and replace it with a new machine within ten (10) business days of notification by City, Customers or the public.

City and Contractor will work together to identify potential locations for the machines that will maximize recycling and user convenience, and that have receptive owners/operators of the properties where the machines will be located. At the direction of City, special focus

will be placed on locations where residents and/or visitors are not utilizing existing recycling containers and/or there are insufficient recycling containers for the quantity of CRV materials generated. Such locations may include beach areas and also other areas where CRV litter is present.

Once a potential location is identified by City and Contractor, City will write a letter to the owner/operator of the property requesting permission for placement of a reverse vending machine at that location and explaining how the machine works, and the environmental, sustainability and educational benefits of the machines. Contractor shall, using the letter from the City, make the initial contact(s) with the owner/operator of the potential location (unless otherwise directed by the City). Contractor will work with the owner/operator of the location to secure permission and any required approvals and will then proceed with installation of the reverse vending machine. City and Contractor shall discuss the status of location identification, securing locations and the status of reverse vending machine installation at the monthly progress meetings and Contractor shall report said information in the monthly reports described in Attachment K.

Contractor shall install all ten (10) reverse vending machines on or before December 31, 2025.

## SECTION 5: PUBLIC INFORMATION AND CONSUMER EDUCATION.

***General.*** The parties agree that comprehensive, accurate information and consumer education are critical requirements of the Act and are, therefore, essential for City's compliance with the Act.

In addition to Public Information and Consumer Education requirements described in this Attachment B, Contractor shall ensure Food Scraps/Yard Trimmings recovery and outreach is implemented in accordance with CCR Section 18985.1, including providing annual information on the Food Scraps/Yard Trimmings requirements for Generators to properly separate materials in appropriate Containers pursuant to CCR Section 18985.1; information regarding the methane reduction benefits of reducing the landfill Disposal of Food Scraps/Yard Trimmings, and the methods of Food Scraps/Yard Trimmings recovery the Food Scraps/Yard Trimmings Collection services uses, and information regarding Self-Hauling requirements.

This section describes Public Information and Consumer Education to be provided by Contractor to Single Family Premises, Multi-Family Premises and/or Commercial Establishments. Contractor shall submit each item to City for review and approval prior to printing, production or distribution. The format for the type of Public Information that shall be provided (e.g. brochure, flyer, pamphlet, letter, postcard, hang tag, video, bill insert, email, eblast, social media posting(s), website pages/content, mobile phone texts, and/or dial-out phone messages) must be confirmed with the City prior to Contractor's preparation of the Public Information materials. The method for providing the Public Information and Consumer Education, including but not limited to first-class direct mailing, inclusion with Contractor's bills, and via digital channels must also be confirmed with the City prior to the Contractor's preparation of the Public Information materials described in this Section 5. Contractor shall submit materials to the City for review, comment and final approval in the timeframes described in this Section 5, and in no event less than thirty (30) days prior to the distribution date.

### *5.1 Ongoing Public Outreach to Be Conducted by Contractor.*

Contractor shall, at every reasonable opportunity, work to: familiarize Residents, Businesses and Commercial Establishments, Property Managers, institutional representatives and other Persons with essential waste prevention and Recycling concepts and activities; explain benefits of Recycling, waste prevention, Food Scrap/Yard Trimmings Diversion programs, Composting and other forms of Diverting MSW; provide data on Diversion activities in City which are coordinated or provided by Contractor; fully and clearly explain services and programs available to Residents, Businesses and institutions; publicize materials to be collected for Diversion; diligently pursue expanding markets such that new items, formerly Disposed at landfills, become Recyclable Materials and/or Divertible Materials, and; respond to questions or requests for information from Residents, Businesses, property managers, institutional representatives and other Persons. Contractor shall provide and distribute outreach material in the form of online

resources (website, social media), flyers, pamphlets, postcards, magnets or other methods acceptable to City. All printed materials shall be printed on Recycled paper.

### *5.2 Professionally Designed and Produced Public Outreach Materials.*

In creating the Public Information and Consumer Education materials listed herein, Contractor shall professionally design, print and/or produce said materials such that they are attractive, easy to read, and evidence a professional design and layout. Materials shall be a minimum of 4-colors unless a more simple color scheme is more appropriate and pre-approved by the City. The content, design and layout of all public education materials prepared by Contractor shall be submitted to the City for review and approval a minimum of thirty (30) days prior to printing/production.

#### 5.2.1 Contractor Mailing Procedures.

Contractor is responsible for all costs associated with developing and distributing Public Information and Consumer Education outreach materials.

### *5.3. City Council Presentations*

Upon the written request of City, Contractor shall provide at no additional cost to City, at least one (1) presentation to the City Council regarding programs required by the Agreement, and other Municipal Solid Waste and Diversion matters, on an annual basis.

### *5.4 Residential Public Education and Outreach Materials.*

#### 5.4.1 Annual Updated Residential Recycling Guide.

Contractor shall professionally create during the first year of the Agreement, and annually update thereafter, the Residential Recycling guide ("Guide") which provides Residents with information on all Collection programs provided by Contractor. The Guide shall be direct-mailed to all Single Family Dwelling Customers on or before June 14, 2024 and on February 15, 2025, and then on February 15 of each subsequent year of the Term. The initial Guide shall be produced and distributed on or before June 14, 2024 to coincide with distribution of new Carts. The Guide shall use attractive and engaging images and graphics and shall include images of Carts and kitchen Food Scrap storage pails, acceptable materials in the program, Extra Service information, how to use the kitchen Food Scrap storage pail, how to use Compostable bags, a link to both the City and Contractor's websites, toll-free number, link or QR code to how-to video, how to participate in special services such as Bulky Item Collection, the Sharps pre-paid mail back program, HHW Collection via the HHW Quarterly Collection program, different Cart size options, how to replace a lost, stolen or damaged Cart, availability and replacement of Food Scraps kitchen pail, the benefits of Waste Diversion and Recycling to the community, legislative requirements, and other content as directed by the City. Education on the use of durable containers rather than plastic bags and baggies, explaining that the

plastic bags and baggies are not recyclable, shall also be included in the Guide. On or before April 1, 2024 and then on or before November 15 of each subsequent year, Contractor shall provide a draft of the updated Guide to the City. The City shall provide edits and written feedback on the draft updated Guide no later than May 1, 2024 and December 15 of each subsequent year. Contractor shall incorporate the edits and send the final version to the City no later than May 20, 2024 and January 5 of each subsequent year. City shall approve the final updated Guide for print and distribution by May 25, 2024 and January 20 of each subsequent year. Contractor shall print and distribute the Guide by mail to all Single Family Dwelling Customers in the City on or before June 14, 2024 and then on or before February 15 of each subsequent year. All costs associated with the preparation of a professional, well-formatted and designed Guide, costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

### 5.4.2 Semi-Annual Residential Special Programs - Notifications

Contractor shall prepare and distribute two (2) Residential special programs notice/newsletter mailings each calendar year on April 15 and October 15, with the first mailing on October 15, 2024. The notice/newsletter shall update Residents on (a) holiday Collection schedules, (b) holiday tree and greenery Collection, (c) Bulky Item Collection, (d) what materials, such as syringes and other Household Hazardous Wastes (HHW), should not be placed in MSW Carts, (e) information on the HHW Quarterly Collection program, (f) information on the Sharps pre-paid mail-back program, (g) information about On Premises Service for Cart Collection (complementary for Disabled Persons, and for an Extra Services charge for other Single Family Dwelling Customers), (h) information on the Compost giveaway, Compost workshops and semi-annual shredding events; (i) environmental-related events, (i) other timely Solid Waste and materials Diversion information, and (j) education on the use of durable containers rather than plastic bags and baggies, explaining that the plastic bags and baggies are not recyclable. Contractor shall provide a draft of the special programs notice/newsletter to the City sixty (60) days prior to the scheduled mailing dates of April 15 and October 15 of each year. The City shall provide edits and written feedback on the draft special programs notice/newsletter forty-five (45) days prior to the scheduled mailing date. Contractor shall incorporate the edits and send the final version to the City no later than thirty (30) days prior to the scheduled mailing date. City shall approve the final special programs notice/newsletter for print and distribution twenty (20) days prior to the scheduled mailing date. Contractor shall print and distribute the notice/newsletter by mail to all Customers in the City on October 15, 2024, and two (2) times each year thereafter on or before the dates required herein.

These two notice/newsletter mailings may also act as notice of Compost giveaway, shredding and the annual HHW drop off event described in Section 3 as long as the mailings are received by Single Family Dwelling and Multi-Family Dwelling Customers a minimum of three weeks (3) prior to the events and no more than thirty-five (35) days prior to each event. If the City determines that the mailings are not timely for these events, Contractor shall prepare and distribute postcards notifying Single-Family Dwelling and Multi-Family Dwelling Customers of the events and how they may participate, with

postcards to be received by Customers in the timeframe described herein. If the Compost giveaway, shredding, and HHW events are not combined, then additional postcard notifications for each individual event shall be produced and mailed in order to be received by residents within the timeframe outlined above. City shall approve all postcards prior to mailing by Contractor.

All costs associated with the preparation of a professional, four-color, well-formatted and designed notice/newsletter, as a pamphlet or brochure, costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

If postcard mailings are deemed necessary as described herein, all costs associated with the preparation of professional, four-color, well-formatted and designed postcard(s), costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

**5.4.3 How-To Video for Residential Program.**

By March 31, 2025, Contractor shall professionally produce a 3-5 minute 'how-to' video to educate residents about the curbside Waste Diversion and Recycling program, including best practices for use of the blue Cart and green Cart, kitchen pails, Non-containerization and additional information as directed by City. Once completed, two (2) thirty-second "commercials" shall be edited from the video to promote the video to Single Family and Multi-Family Dwelling Residents through social media, the City's website and other means.

The video shall adhere to the City's style-guide and branding. The video shall include acceptable items for blue Cart recycling, green Cart Food Scraps/Yard Trimmings and for placement in the Food Scrap kitchen pail, as well as information on special programs, including but not limited to HHW and Sharps. Contractor shall provide City a shooting script for the residential how-to film for review and approval. The completed film shall be hosted on the Contractor's website, the City's website, and shall be distributed through the City's social media channels. The completed film shall be accessible to residents via a 'Quick Read Code' (QR Code) that will be included in the Recycling Guide and other print materials prepared as part of the Public Information and Consumer Education programs.

Contractor shall notify City thirty (30) days before commencement of this project to determine if the City will take this project on in-house, the City then has thirty (30) days after notification to determine if it shall take on the production of the training video 'in house.' The City shall notify the Contractor, in writing, of its decision.

The City, in its sole discretion, may fund the production of the training film described herein. If the City determines that it will take production of the training film 'in house', Contractor shall reimburse the City for up to $7,000 of production costs. Production costs that shall be reimbursed to the City by the Contractor shall include filming costs, editing costs, consulting costs to develop the script, City staff time to assist with script development and production, licenses for stock footage, filming costs for b-roll footage,

etc. City shall submit an itemized invoice to the Contractor for all production costs associated with the development of the training film described herein.

### 5.4.4. Initial Re-Routing – Residential Outreach.

If Contractor implements new routing as of July 1, 2024 (or another date if mutually agreed to by Contractor and City) as described in Section 1.5.1 of this Attachment B, Contractor shall send a direct-mail piece to all Single Family Dwelling Customers that will experience a Collection day change. This notification, shall be sent on approximately June 6, 2024, included the following components:

- Reasons why the route change is occurring.
- Current service day for the Customer.
- New service day for the Customer.
- Effective date of route changes.
- Link to online service day map showing current and proposed service days.

During the week of June 17, 2024, Contractor shall "robo-call" all Customers who will experience a Collection day change with a pre-recorded telephone message telling them of the change in service day. Contractor will also "robo-call" all Customers who will experience a Collection day change, with an additional reminder using a pre-recorded telephone message, during the week of June 24, 2024.

Contractor shall provide files to City with maps and addresses such that the City may add a feature to its website in which the Resident may type in their address and the day of Collection will be revealed for the Resident. Contractor shall provide color-coded maps with the neighborhoods identified for route changes highlighted in different colors per the pertinent day of the week for Collection. These maps may be used by City on its website, in City Council Meeting presentations, in neighborhood presentations and other methods deemed appropriate by City.

### *5.5 Laguna Beach City News Articles.*

Contractor shall prepare nine (9) articles per year for inclusion in Laguna Beach City News. For the time period of July 1, 2024 through December 31, 2024, Contractor shall provide four (4) articles for inclusion in Laguna Beach City News, with publication dates and topics for the four (4) articles provided to the City for approval by August 1, 2024. Starting December 1, 2024 and by December 1 each year thereafter, Contractor shall provide publication dates and topics for the nine (9) articles for the upcoming year for approval by City. Contractor shall provide each article to City forty-five (45) days in advance of publication for review and edit, and City will provide comments/edits within eight (8) days following receipt. Contractor will incorporate edits and finalize each article thirty (30) days prior to publication. The City may utilize articles or shortened versions of articles as inserts in City mailings, on the City 's website, in the City's social media, at City

special events and in other City-provided communications with Residents and Businesses. Articles shall include graphic depictions and/or photos as appropriate to add interest and descriptions of services. Each calendar year, Contractor shall pay for two thousand (2,000) copies each of up to three (3) articles with graphics/photos to be printed as full-color one sheet, (with front and back if needed) Public Information pieces for distribution at City events, at City Hall, HOAs, etc. For purposes of preparation of the initial four (4) articles, July 1, 2024 through December 31, 2024 is the first calendar year. Beginning in calendar year 2025, Contractor shall prepare nine (9) articles as described herein.

***5.6 HOAs and Property Managers Notice and Meetings.***

Contractor shall, during the month of October of each year of the Term, notify each HOA and property manager of any Multi-Family Residential Premises, mobile home park and gated development of each method of Waste Diversion and Recycling available to its Residents. This notice shall include the following: (A) provision of a Bin or Bins in a central location, such as a work yard, for drop-off of Divertible and/or Recyclable Materials; (B) community drop-offs available for use by Residents; and (C) other available methods.

Contractor shall submit by August 1 of each year a draft notice to City for review and approval. All costs associated with the preparation of a professional, well-formatted and designed notice, as a pamphlet or brochure, costs of printing, labeling and mailing (first class postage) shall be borne by the Contractor.

The Contractor's Sustainability Coordinator shall meet with every property manager of Multi-Family Premises at least twice per year and attend Multi-Family related community meetings as requested by property managers. The meetings with the property managers and attendance at community meetings shall be documented in the Monthly Reports described in Attachment K. Contractor shall utilize Public Information and Consumer Education materials described herein, and such other Public Education and Consumer Education and training materials as needed, when implementing Diversion Programs in Multi-Family properties as more fully described in Section 3.7 of this Attachment B.

***5.7 Brochure for Multi-Family Commercial, HOA's and Gated Communities – Yard Trimmings.***

Annually, at Contractor's sole expense, the Contractor shall prepare a professional, well-formatted and designed brochure for Multi-Family Commercial, HOA's, gated communities and others with centralized Yard Trimmings Collection and/or a Self-Haul Yard Trimmings program. The brochure shall contain information regarding the requirements of SB 1383 in relation to Composting of Yard Trimmings, as well as descriptions of model programs for centralized Yard Trimmings Collection, Composting of Yard Trimmings in a community garden or at a Community Composting Site and the option for a Self-Haul Yard Trimmings program; how-to steps for setting up such programs, and availability of technical assistance from Contractor to assist in setting up such programs.

Contractor shall submit to City for review and approval the brochure on or before October 1, 2024 and on or before May 1 and thereafter, on or before May 1 of each year of the Term. Contractor shall distribute the brochure by a first-class postage mailing or in-person. The Contractor is responsible for reporting to City the results of telephone and in-person contacts made on a monthly basis as part of the monthly reports required in Attachment K.

Contractor shall produce the brochure for Multi-Family Commercial, HOA's, gated communities - Yard Trimmings in both English and Spanish. All costs associated with producing this brochure in both English and Spanish shall be borne by Contractor.

All costs associated with the preparation of professional, four-color, well-formatted and designed brochure for Multi-Family Commercial, HOA's, gated communities – Yard Trimmings, costs of printing, labeling and mailing first class postage (if mailing is necessary) shall be borne by Contractor.

***5.8 Brochure for Commercial and Business Establishments Services.***

Annually, at Contractor's sole expense, the Contractor shall prepare a professional, well-formatted and designed brochure for Commercial and Business Establishments that describes, at a minimum, the services available, a complete list of the current maximum collection rates for all services, benefits and cost savings that may result from participation in Diversion programs, detailed information on requirements of, and how-to set up a Recyclables program, detailed information on requirements of and how to set up a Yard Trimmings/Food Scraps program, availability of technical assistance from Contractor or other Recycling companies and Persons, and the Bin Sensor Program. Contractor shall submit to City for review and approval the brochure on or before October 1, 2024 and on or before May 1 of each year of the Term thereafter. Contractor shall distribute the brochure by a first-class postage mailing or in-person. The Contractor is responsible for reporting to City the results of phone and in-person contacts on an annual basis.

The brochure for Commercial and Business Establishments shall include a section on Construction and Demolition Debris Recycling and Diversion. City may direct that a separate, standalone Construction and Demolition Debris Recycling and Diversion brochure shall be developed and printed in both English and Spanish with all associated costs borne by Contractor.

Contractor shall produce the brochure for Commercial and Business Establishments Services in both English and Spanish. All costs associated with producing this brochure in both English and Spanish shall be borne by Contractor.

All costs associated with the preparation of professional, four-color, well-formatted and designed brochure for Commercial and Business Establishments Services, costs of printing, labeling and mailing first class postage (if mailing is necessary) shall be borne by Contractor.

### *5.9 Brochure for Commercial and Business Establishments – SB 1383.*

Annually, at Contractor's sole expense, the Contractor shall prepare a professional, well-formatted and designed brochure for Commercial and Business Establishments describing SB 1383 requirements for Commercial and Business Establishments. Contractor shall produce said brochure in both English and Spanish. Contractor shall submit the draft brochure to the City for review and approval on or before October 1, 2024 and on or before May 1 of each year of the Term thereafter. Contractor shall distribute the brochure by a first-class postage mailing or in-person. The Contractor is responsible for reporting to the City the results of phone and in-person contacts in the monthly reports in Attachment K.

All costs associated with the preparation of a professional, four-color, well-formatted and designed brochure describing the SB 1383 requirements for Commercial and Business Establishments, costs of printing, labeling and mailing via first class postage (if mailing is necessary) shall be borne by Contractor.

### *5.10 AB 827 Food Scraps Brochure, Training Materials and Signage.*

Contractor shall develop an AB 827 Food Scraps brochure and associated training materials to assist food-serving Commercial and Business Establishments in complying with the requirements of AB 827 regarding internal containers for Food Scraps, Recyclable materials and MSW in dining areas. The brochure and training materials shall include information regarding AB 827, the requirements for implementation, information about the types of interior Food Scrap containers that are commercially available to implement the program, and a training outline (i.e. a how-to, for implementation of the program). The brochure and training materials shall also include information about the types of signage needed for implementation of the program, including the specific wording necessary to include on the signs. Contractor shall produce the AB 827 brochure and training materials in both English and Spanish.

Contractor shall submit the draft AB 827 Food Scraps brochure and training materials to the City for review by October 1, 2024. City will provide comments within fourteen (14) days, and Contractor shall finalize the brochure and training materials by October 31, 2024, and begin assisting Commercial and Business Establishments with implementation of these programs. Contractor shall update this brochure and training materials each year of the Term, whenever there are any amendments or changes to AB 827 by subsequent legislation, changes to the Act or other regulatory changes to the requirements for food-serving Commercial and Business Establishments.

All costs associated with the preparation of professional, four-color, well-formatted and designed brochure and training materials, labeling and mailing first class postage (if mailing is necessary) shall be borne by Contractor.

### *5.11 SB 1383 Commercial Restaurants Food Scraps Brochure, Training Materials and Signage.*

Contractor shall develop a Commercial restaurant Food Scraps brochure and associated training materials to assist food-serving Commercial and Business Establishments in implementation of SB 1383 Food Scraps Programs. The brochure and training materials shall include information regarding SB 1383, the requirements for implementation, information about the types of interior and exterior Food Scrap containers that are c available to implement the program, and a training outline. (i.e. a how-to, for implementation of the Food Scrap Diversion program). The brochure and training materials shall also include information about the types of signage needed for implementation of the program, including the specific wording necessary to include on the signs. The brochure and training materials shall also include information and steps on how to set up an Edible Food donation program. Contractor shall produce the Commercial restaurants Food Scraps brochure and training materials in both English and Spanish.

Contractor shall submit the draft Commercial restaurants Food Scraps brochure and training materials to the City for review by October 1, 2024. City will provide comments within fourteen (14) days, and Contractor shall finalize the brochure and training materials by October 31, 2024, and utilize the brochure in implementing Commercial Food Scrap Diversion programs as described in Section 3.7 of this Attachment B. Contractor shall update this brochure and training materials every other year of the Term, beginning with the brochure produced and finalized on or before October 31. 2026.

All costs associated with the preparation of the professional, four-color, well-formatted and designed brochure and training materials, labeling and mailing via first class postage (if mailing is necessary) shall be borne by Contractor.

### *5.12 Seasonal Renters Brochure, Signs, Table Tents, Information Sheets.*

Laguna Beach experiences a high number of seasonal renters requiring Public Information regarding participation in Diversion programs during their stay in Laguna Beach.

Contractor shall develop, design and print outreach and Public Information and Consumer Education materials with information specific to seasonal renters including a brochure, signs and/or table tents, and information sheets for placement in seasonal rental properties to educate seasonal renters on the City's Recycling and Diversion programs by April 1, 2025, with printing occurring no later than April 25, 2025. Seasonal rental materials shall be reviewed, updated and reprinted by Contractor by April 1 each year of Term, with re-prints or printing of updated materials completed no later than April 25 of each year of Term beginning April 25, 2026. Contractor shall meet with managers owners, realtors and other parties that manage or rent seasonal rental properties to explain and distribute the seasonal rental materials during the month of May of each year, and as needed throughout the year.

All costs associated with the preparation of a professional, four-color, well-formatted and designed seasonal renter materials, costs of printing, labeling and mailing via first class postage (if mailing is necessary) shall be borne by Contractor.

### *5.13 Edible Food Donation Brochure for SB 1383 Tier 1 and Tier 2 Generators.*

Contractor shall develop and design an Edible Food donation brochure outlining the SB 1383 and other requirements for Tier 1 and Tier 2 generators by September 1, 2024. The brochure shall include the names, locations and contact information for local non-profit and other organizations accepting donations of Edible Food, Edible Food delivery services, and other Persons assisting with arranging donation and delivery of Edible Food. The brochure shall be produced in both English and Spanish. City will provide comments and edits within fourteen (14) days, and the brochure shall be printed, finalized and mailed to Tier 1 and Tier 2 Edible Food Generators on or before by October 10, 2024. The brochure shall be reviewed and updated each year of Term by Contractor to include current information, web sites, apps, contact persons, and Edible Food donation requirements for the listed organizations and Persons in the brochure. The revised brochure shall be mailed to Tier 1 and Tier 2 generators by October 10 each year of Term.

All costs associated with the preparation of professional, four-color, well-formatted and designed Edible Food donation brochure, costs of printing, labeling and mailing via first class postage, shall be borne by Contractor.

### *5.14 Special Events Brochures, Training Materials and Signage.*

Contractor shall develop the following three brochures and three sets of training materials related to Special Events: one each for City-Sponsored Special Events, Large Venue Special Events and non-City-sponsored Special Events. Contractor shall develop signage for City-Sponsored Special Events, and model signage for Large Venue Special Events and Special Events.

The brochures and training materials shall include information regarding SB 1383, requirements for implementation of Recycling, Diversion and MSW programs in relation to the special events as required by Public Resources Code Section 42648 *et seq.*, all information needed to implement the programs described in Section 4 of this Attachment B, and training outlines (i.e. a 'how-to' for implementation of the Recycling and Diversion programs at the events). The brochure and training materials shall also include information about the types of signage needed for implementation of the program, including the specific wording necessary to include on the signs, including model signage for reference. Contractor shall design and print signage for the City-Sponsored Special Events, after submittal to City for approval. The brochure and training materials shall include information and steps on how to set up an Edible Food donation program for special events. The brochure, training materials, signage and model signage shall be produced in both English and Spanish.

Contractor shall submit the three sets of brochures and three sets of training materials and signage (including model signage) related to special events to City for review by November 1, 2024. City will provide comments within fourteen (14) days, and Contractor shall finalize the brochures and training materials by November 30, 2024. Contractor shall produce the three sets of brochures and three sets of training materials related to Special Events, as well as City-Sponsored Special Events signage and shall utilize said materials at special events in City. Contractor shall update the brochure, signage and training materials each year of the Term, beginning in November 2025 to reflect new information learned from implementing Diversion programs at special events, input from the City, and to reflect any changes in legislative or regulatory requirements for Diversion of materials from special events.

All costs associated with the preparation of a professional, four-color, well-formatted and designed brochure, training materials and signage, labeling and mailing via first class postage (if mailing is necessary) shall be borne by Contractor.

***5.15 How-To Video for Commercial Program and Business Testimonials.***

On or before July 1, 2025, Contractor shall professionally produce a 5-7 minute 'how-to' video to educate Businesses and Commercial Establishments about the Commercial Diversion program, including best practices. Once completed, two (2) thirty-second "commercials" shall be edited from the video to promote the video to businesses through social media, the City's website and more.

The video shall adhere to the City's style-guide and branding. The video shall include acceptable items for the Recyclable Materials Diversion program, the Food Scraps Diversion program, the Yard Trimmings Diversion program and the Bin Sensors program. The video shall include interviews and testimonials from at least three (3) City businesses on the aforementioned programs. Contractor shall provide City a shooting script for the commercial how-to film for review and approval. The completed film shall be hosted on the Contractor's website, the City's website, and shall be distributed through the City's social media channels. The completed film shall be accessible to businesses via a 'Quick Read Code' (QR Code) that will be included in the Commercial Business brochure and other print materials pertaining to Public Information and Consumer Education about the Commercial programs.

Contractor shall notify City thirty (30) days before commencement of this project to determine if the City will take this project on in-house, the City then has thirty (30) days after notification to determine if it shall take on the production of the training video 'in house.' The City shall notify the Contractor, in writing, of its decision.

The City, in its sole discretion, may fund the production of the training film described herein. If the City determines that it will take production of the training film 'in house', Contractor shall reimburse the City for up to $9,000 of production costs. Production costs that shall be reimbursed to the City by the Contractor shall include filming costs, editing costs, consulting costs to develop the script, City staff time to assist with script

development and production, licenses for stock footage, filming costs for b-roll footage, etc. City shall submit an itemized invoice to the Contractor for all production costs associated with the development of the training film described herein.

***5.16 Waste Diversion and Recycling Program Social Media Posts.***

Contractor shall professionally produce social media posts promoting the City's Diversion Programs and special collections programs for distribution via the City's social media channels, including Facebook, Instagram, Twitter, NextDoor, and other channels used by the City. The Contractor shall make use of graphics and imagery for the social media posts to engage with social media users and to make content interactive with a specific 'call to action' such as clicking a link to the 'how to' video or visiting the City's Recycling webpage. Contractor shall engage a third-party firm to create the social media. Contractor shall include targeted advertisements, as needed, in order to use all the funds allocated to this social media campaign ($4,000 for July 1, 2024 – December 31, 2024, $6,000 for calendar year 2025 and $2,000 per year thereafter). On or before August 1, 2024, Contractor shall provide the City with its proposed social media calendar for the August 1, 2024 through December 31, 2024, including eighteen (18) posts to distribute during this timeframe. The posts shall be formatted appropriately for all social media platforms described herein. City shall provide feedback to Contractor within ten (10) calendar days of the posts being presented. Contractor shall incorporate the City's edits into the posts and present the revised posts to the City within seven (7) calendar days of receipt of the City's edits. Contractor shall provide the City with its proposed social media calendar by December 15, 2024 for the first full year, i.e. calendar year 2025, including twenty-four (24) posts to distribute during calendar year 2025. The posts shall be formatted appropriately for all social media platforms described herein. City shall provide feedback to Contractor within fourteen (14) calendar days of the posts being presented. Contractor shall incorporate the City's edits into the posts and present the revised posts to the City within ten (10) calendar days of receipt of the City's edits. Each year thereafter, Contractor shall re-fresh the twenty-four (24) annual social media posts related to waste diversion, recycling program and special collections programs on or before December 15 of each year. City shall provide feedback to Contractor within fourteen (14) calendar days of the posts being presented. Contractor shall incorporate the City's edits into the posts and present the revised posts to the City within ten (10) calendar days of receipt of the City's edits.

***5.17 Bin Sensor Brochures and Training Materials for Business and Commercial Establishments and Multi-Family Commercial.***

Contractor shall develop a brochure and training materials for the commercial bin sensors as described in Section 8.04.G of the Agreement for Business and Commercial Establishments and Multi-Family Commercial Customers. The brochure and training materials shall explain the Bin Sensor system, how it is used, its purpose, benefits of use, and cost, as well as photo and/or graphic depictions to assist in educating the Customers.

Contractor shall develop training materials to assist Customers in understanding, utilizing and benefitting from the Bin Sensor program.

Contractor shall submit to City for review and approval the brochure and training materials not later than October 1, 2024 and on or before May 1 of each year of the Term thereafter. Contractor shall distribute the brochure by a first-class postage mailing or in-person. Training Materials shall be distributed in person. The Contractor is responsible for reporting to City the results of phone and in-person contacts on a monthly basis in the monthly reports described in Attachment K.

All costs associated with the preparation of professional, four-color, well-formatted and designed Bin Sensor brochure and training materials, costs of printing, labeling and mailing first class postage (if mailing is necessary) shall be borne by Contractor.

Contractor shall meet with Customers and distribute the brochures and training materials, as well as discuss through in person meetings how the program works, its purpose, benefits and costs as more fully described in Section 8.04.G of the Agreement.

### *5.18 Classroom Education Curriculum*

Contractor will provide curriculum to schools in the City, offering the curriculum to the School District.

### *5.19 Corrective Action Notice*

Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for Disposal and/or Diversion of such items by September 1, 2024. (For example, HHW and/or Bulky Items, etc.) The corrective action notification form shall also be used for instances of Non-containerization, and shall explain the Containerization requirements and the charge for Non-containerization. The notification form will be reviewed, edited and approved by City prior to implementation. The notification form shall be updated as needed throughout the Term at City's request and also when there is a change in the maximum rates in Attachment D. Contractor is responsible for the cost of production and printing of notification form.

### *5.20 City Right to Participate in Regional or Joint-Jurisdictional Public Education and Consumer Information Campaigns.*

City reserves the right, in its sole discretion, to participate with other jurisdictions in a coordinated effort to provide Public Information and Consumer Education in order to produce a more effective result, whether these jurisdictions are or are not provided MSW, Recyclable Materials and/or Waste Diversion services by Contractor. To this end, Contractor shall cooperate with such efforts and shall not impede City's efforts.

### *5.21 Website.*

Contractor shall create and maintain a website with information on all of the City's Diversion programs and all services provided by Contractor as described in Section 9.04.G of the Agreement.

### *5.22 Seminars, Workshops, Presentations, Meetings.*

Contractor shall ensure the attendance of qualified and knowledgeable employees of Contractor, on an as-requested basis, at local seminars, workshops, presentations, meetings and the like, to provide information or discuss matters related to Municipal Solid Waste and Divertible Materials management.

### *5.23 Non-Bill Mailing Lists.*

The Contractor shall create and maintain a mailing list of all accounts that are not directly billed, so called "non-bill" Customers. The Contractor may elect to utilize the services of a direct mailing service for these "non-bill" Customers. Examples of non-bill Customers are apartments, mobile homes, condominiums, assisted living facilities, and other lease term/tenant situations such as a business park or strip mall. The mailing list shall be updated on an annual basis at a minimum (and more frequently if requested by City) and shall identify the number of non-bill Customers who are "on service" through a central billing or property owner/property manager. The programs that will require direct mailings from Contractor include, but are not limited to, announcements about special programs, Diversion Programs, HHW, Hazardous Waste prevention, and other information.

## SECTION 6: MATERIAL STREAMS AND CONTAMINANTS.

The following table lists each material stream to be Collected by Contractor. This list includes items to be accepted in each Diversion program and in MSW and items that are considered Contamination in each Diversion program and in MSW. The City may modify this list at any time during the Term of the Agreement. Contractor shall work diligently with City and all Processing Facilities approved by City to minimize Contamination in each material stream in order to minimize Residue at each Processing Facility, Divert as much material as possible, and create high quality Recovered Materials for sale, Recycling, re-use and/or marketing to end markets. Contractor shall work with City to tailor all Public Information and Consumer Education materials and messaging to inform Customers about what materials are allowed and what materials constitute Contamination in each material stream.

**Material Streams and Contaminants**

| Material Stream | Acceptable Materials | Unacceptable Materials (Contamination) |
|---|---|---|
| **MSW** | Non-Divertible Materials including, but not limited to, paper with plastic coating (i.e. photographs, label paper), waxed paper, waxed cardboard, foil lined paper, Tyvex (non-tearing) envelopes, non-paper bags, plastic liners (i.e. cereal bags), windows, mirrors, dishware, ceramics, Styrofoam, Pyrex materials, fiberglass materials, bubble wrap, tarps, pet waste, kitty litter, diapers, any paper containing plastics aluminum foil or foil-lined food wrap, "biodegradable plastics" if considered "Contamination" or "non-compostable" by the City-approved Composting Facility | Divertible Materials, HHW, Hazardous Waste |
| **Single Stream** | Newspaper, phone books, | Paper tissues, paper towels, |

| | | |
|---|---|---|
| **Recyclable Materials** | catalogs, magazines, brown paper bags, packaging, egg cartons, white paper, colored paper, envelopes (windows are not Contamination), junk mail, glossy paper, shredded paper, carbonless paper, chipboard/boxboard, cardboard, wrapping paper, empty aluminum cans, empty tin cans, juice containers, beer containers, sauce containers, soda cans, tuna cans, soup cans, loose jar lids, empty aerosol, empty glass beverage containers, empty glass food containers, all glass colors, empty CRV and non-CRV plastic containers, trays and bottles #1 through #7, soft cover books/manuals, milk/juice cartons, plastic toys, plastic irrigation or PVC pipe, rigid plastic sheets or panels, empty plastic buckets and baskets, empty plastic flower pots, plastic crates and carts | paper with plastic coating (i.e. photographs, label paper), paper with food, waxed paper, waxed cardboard, foil lined paper, Tyvex (non-tearing) envelopes, non-paper bags, plastic liners (i.e. cereal bags), windows, mirrors, dishware, ceramics, light bulbs, fluorescent tubes, wood furniture, Styrofoam, MSW, Hazardous Waste, hard cover books/manuals, Pyrex materials, fiberglass materials, bubble wrap, tarps, textiles, clothes, shoes, E-Waste, U-Waste and small manufactured goods (e.g. purses, handbags and backpacks), HHW, Food Scraps, Yard Trimmings |
| **Wood** | Non-treated wood, stained wood, wood with nails, wood with small metal items, tree trunks/stumps/branches (free from leaf and brush material) | Painted wood, lacquered wood, creosote treated wood, railroad ties, telephone poles, excessive nails, large metal items, Hazardous Waste |
| **Co-Collected Food Scraps/Yard Trimmings** | All food, fruits, vegetables, meat and bones, poultry, seafood, shellfish, dairy products, cheese, eggs and eggshells, rice, beans, bread, pasta, coffee grounds, and plate scrapings of these materials. In the event City directs that food-soiled paper products be | Glass, plastics, metal, plastic wrap, silverware, plates, cups, glasses, diapers, MSW, Single Stream Recyclable Materials, food processing liquids, Hazardous Waste (including chlorine, bleaches, ammonia, other cleaning products) rocks, dirt, pet waste. Food soiled paper does not include |

| | | |
|---|---|---|
| | included, add: food soiled paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, BPI-certified compostable utensils, single use PLA cups, single serve coffee brewing cups and other plant-based utensils; paper take-out boxes and containers, greasy pizza boxes, paper bags and cardboard and wax-coated cardboard produce boxes;<br><br>Loose green material from the yard, grass clippings, leaves, weeds, tree pruning's, bush pruning's, plant material, tree trunks/stumps/branches 3" or less in diameter | polystyrene, plastic-backed paper, blue-line paper or blueprints, kitty litter, any paper containing plastics aluminum foil or foil-lined food wrap, "biodegradable plastics" if considered "Contamination" or "non-compostable" by Contractor's Composting Facility.<br><br>Rocks, dirt, sand, plastic bags, MSW, Single-Stream Recyclables, pet waste, Hazardous Waste, HHW, tree trunks/stumps/branches greater than 3" in diameter |
| **Source-Separated Food Scraps** | All food, fruits, vegetables, meat and bones, poultry, seafood, shellfish, dairy products, cheese, eggs and eggshells, rice, beans, bread, pasta, coffee grounds, and plate scrapings of these materials. In the event City directs that food-soiled paper products be included, add: food soiled paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, BPI-certified compostable utensils, single use PLA cups, single serve coffee brewing cups and other plant-based utensils; paper | If Source-Separated Food Scraps are going to Bioengineered Feedstock Processing Facility, Food Soiled Paper is a Contaminant. Other Contaminants: Glass, plastics, metal, plastic wrap, silverware, plates, cups, glasses, diapers, MSW, Single Stream Recyclable Materials, food processing liquids, Hazardous Waste (including chlorine, bleaches, ammonia, other cleaning products) rocks, dirt, pet waste. polystyrene, plastic-backed paper, blue-line paper or blueprints, kitty litter, any paper containing plastics aluminum foil or foil-lined food wrap, "biodegradable plastics", rocks, dirt, sand, plastic bags, |

| | | |
|---|---|---|
| | take-out boxes and containers, greasy pizza boxes, paper bags and cardboard and wax-coated cardboard produce boxes; | MSW, Single-Stream Recyclables, pet waste, Hazardous Waste, HHW, Yard Trimmings. |

# ATTACHMENT C

## Implementation Plan

### Implementation Plan:

The team of professionals at CR&R is ready to serve the City of Laguna Beach. We offer the benefit of our extensive transition experience and the added benefit of direct experience serving the Laguna Beach. Many of the industry experts who have joined the CR&R team have previous experience with the unique service and safety needs of the Laguna Beach community. We also have seen firsthand the City's environmental priorities and commitment to leadership in addressing climate change. From CR&R's Sustainability Team to the members of our Operations and Implementation team, CR&R knows how to serve the City of Laguna Beach. We understand the complexities of service delivery, and the importance of our number one priority - safety - for all employees, residents, and community members. Our team members have exceptional experience from roll-out to contract administration, billing set-up, to content generation. We are ready to partner, and CR&R is ready serve.

Over the past 60 years, CR&R has implemented numerous refuse, recycling, and organics management programs. CR&R has successfully transitioned services in sixteen (16) municipalities over the last ten (10) years. In each City, we completed a comprehensive implementation process, with a focus on communication with municipal staff, community engagement and developed robust outreach and education programs. These efforts, along with the support of our experienced team and the benefit of our expansive infrastructure, have resulted in a seamless, proven process.

### Weekly Timeline

The following is an overview of the comprehensive week-by-week implementation timeline starting with the award of the contract and continuing through 90 days after the commencement of services.

- Activities related to vehicles are displayed in green.
- Activities related to containers and bins are displayed in gray.
- All other activities are displayed in blue.

A detailed narrative description of this timeline is provided on the pages that follow the timeline.

## ATTACHMENT C

## Implementation Plan

| Implementation Activity | Month | April 2023 | | | | May 2023 | | | | | June 2023 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Week | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 |
| Status Meetings with City | | | | | | | | | | | | | | |
| Request Tax-Roll Billing Data from City | | | | | | | | | | | | | | |
| Request Billing Data from Hauler | | | | | | | | | | | | | | |
| Tax Roll Billing Transition Meetings with City | | | | | | | | | | | | | | |
| Order RNG-Fueled Collection Vehicles | | | | | | | | | | | | | | |
| Order Electric and Light Weight Collection Vehicles | | | | | | | | | | | | | | |
| Coordinate with City to select site for Charging Station | | | | | | | | | | | | | | |
| Order EV Charging Stations | | | | | | | | | | | | | | |
| Initiate Permitting of EV Charging Stations | | | | | | | | | | | | | | |
| Order Residential Containers | | | | | | | | | | | | | | |
| Negotiate Existing Bin Purchase with Incumbent | | | | | | | | | | | | | | |
| Order Commercial Bins | | | | | | | | | | | | | | |
| Develop and finalize transitional outreach and education plan | | | | | | | | | | | | | | |
| **Implementation Activity** | Month | July 2023 | | | | Aug 2023 | | | | | Sept 2023 | | | |
| | Week | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 |
| Status Meetings with City | | | | | | | | | | | | | | |
| Tax Roll Billing Transition Meetings with City | | | | | | | | | | | | | | |
| Order Carts and Bins | | | | | | | | | | | | | | |
| Order RNG, Electric and Light Weight Vehicles | | | | | | | | | | | | | | |
| Work with City to select City site for EV Charging Station and Order Charging Station equipment | | | | | | | | | | | | | | |
| Begin process of permitting EV Charging Stations | | | | | | | | | | | | | | |
| Develop cart and bin decal graphics | | | | | | | | | | | | | | |
| City Review and Approvals cart and bin decal graphics | | | | | | | | | | | | | | |
| **Implementation Activity** | Month | Oct 2023 | | | | Nov 2023 | | | | | Dec 2023 | | | |
| | Week | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 |
| Status Meetings with City | | | | | | | | | | | | | | |
| Tax Roll Billing Transition Meetings with City | | | | | | | | | | | | | | |
| Order Bin Decals | | | | | | | | | | | | | | |
| Develop city-specific website | | | | | | | | | | | | | | |
| Preliminary review of existing customer database | | | | | | | | | | | | | | |
| Customer database updated with route identifiers | | | | | | | | | | | | | | |
| Analysis of Tax-Roll Data | | | | | | | | | | | | | | |
| Work with Local Postmaster on Residential Mailing List | | | | | | | | | | | | | | |
| Preparation of Tax-Roll Data report for City | | | | | | | | | | | | | | |

# ATTACHMENT C

## Implementation Plan

| Implementation Activity | Month | Jan 2024 | | | | | Feb 2024 | | | | Mar 2024 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Week | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Status Meetings with City | | | | | | | | | | | | | | |
| Tax Roll Billing Transition Meetings with City | | | | | | | | | | | | | | |
| 1st Direct Billing Public Outreach Mailing Prepared | | | | | | | | | | | | | | |
| Preparation and Mailing of Residential Cart Survey and Processing of Responses | | | | | | | | | | | | | | |
| Anticipated Start of Delivery of New Carts | | | | | | | | | | | | | | |
| Collection schedules reviewed and finalized | | | | | | | | | | | | | | |
| Route maps finalized and submitted to City | | | | | | | | | | | | | | |
| **Implementation Activity (Continued)** | Month | Jan 2024 | | | | | Feb 2024 | | | | Mar 2024 | | | |
| | Week | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Development of Bin Sensor Brochure | | | | | | | | | | | | | | |
| Safety program customized for Laguna Beach | | | | | | | | | | | | | | |
| Commercial field surveys | | | | | | | | | | | | | | |
| Order Bin Sensors | | | | | | | | | | | | | | |
| Provision of Direct Billing Webpages for City Website | | | | | | | | | | | | | | |
| Social Media Calendar Submitted to City | | | | | | | | | | | | | | |
| Implementation of Social Media Plan | | | | | | | | | | | | | | |
| Direct Billing Public Outreach Mail Piece Sent | | | | | | | | | | | | | | |
| Additional Call Center Personal Allocated for Transition | | | | | | | | | | | | | | |

# ATTACHMENT C

## Implementation Plan

| Implementation Activity | Month | April 2024 | | | | May 2024 | | | | | June 2024 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Week | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 |
| Status Meetings with City | | | | | | | | | | | | | | |
| Tax Roll Billing Transition Meetings with City | | | | | | | | | | | | | | |
| Draft of Bill Format Submitted to City | | | | | | | | | | | | | | |
| Continued Delivery of New Carts | | | | | | | | | | | | | | |
| Delivery/Swap out of Bins | | | | | | | | | | | | | | |
| Commence recycling outreach & field surveys | | | | | | | | | | | | | | |
| Continued Implementation of Social Media Plan | | | | | | | | | | | | | | |
| 2nd Direct Billing Public Outreach Mailing Prepared | | | | | | | | | | | | | | |
| 2nd Direct Billing Public Outreach Mail Piece Sent | | | | | | | | | | | | | | |
| Installation of EV Charging Stations | | | | | | | | | | | | | | |
| Painting and Labeling of New Collection Vehicles | | | | | | | | | | | | | | |
| Licensing of New Collection Vehicles | | | | | | | | | | | | | | |
| AB 1669 Hiring Process | | | | | | | | | | | | | | |
| Assigning of Sustainability Coordinators (SC) & Liaison | | | | | | | | | | | | | | |
| SC reviews of incumbent customer data | | | | | | | | | | | | | | |
| SC conducts commercial and multifamily customer site visits to confirm service level and container count | | | | | | | | | | | | | | |
| SC establishes communications and public education alongside City staff for residential, multifamily, and commercial customers | | | | | | | | | | | | | | |
| SC liaises with the School District and establish school year public education programs | | | | | | | | | | | | | | |
| SC liaises with the large venues to ensure public education and programs are in place | | | | | | | | | | | | | | |
| SC monitors and provides customers assistance during the cart and container exchange | | | | | | | | | | | | | | |
| Hiring of Other Key Personnel | | | | | | | | | | | | | | |
| Driver Safety Training | | | | | | | | | | | | | | |
| Training of Customer Service Team | | | | | | | | | | | | | | |
| Development of Billing Forms | | | | | | | | | | | | | | |
| Development of Customer Service forms | | | | | | | | | | | | | | |
| Installation of Bin Sensors | | | | | | | | | | | | | | |
| Notification of Residential Customers of charges for extra carts and the prohibition of non-containerization | | | | | | | | | | | | | | |
| Additional Call Center Personal Allocated for Transition | | | | | | | | | | | | | | |

# ATTACHMENT C

## Implementation Plan

| Contract Commencement Activity | Month | July 2024 | | | | Aug 2024 | | | | | Sept 2024 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Week | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 5 | 1 | 2 | 3 | 4 |
| Status Meetings with City | | | | | | | | | | | | | | |
| Tax Roll Billing Transition Meetings with City | | | | | | | | | | | | | | |
| Responding to Customer Questions | | | | | | | | | | | | | | |
| Additional Call Center Personal Allocated for Transition | | | | | | | | | | | | | | |
| Troubleshooting | | | | | | | | | | | | | | |
| Switch out of Cart (Customer requests new size) | | | | | | | | | | | | | | |
| Begin Phase-Out of Yellow Bag Food Scrap Program | | | | | | | | | | | | | | |
| Begin Cal Green Business Certifications | | | | | | | | | | | | | | |
| Submit News Articles for City Approval | | | | | | | | | | | | | | |
| Audit of Residential Services and Billing | | | | | | | | | | | | | | |
| Submit Draft HOA/Property Managers Notice for City Approval | | | | | | | | | | | | | | |
| Submit proposed Social Media calendar for City Approval | | | | | | | | | | | | | | |
| Submit a corrective action notice for City Approval | | | | | | | | | | | | | | |
| Submit Edible Food Donation Brochure for Tier 1 and Tier 2 Generators for City Approval | | | | | | | | | | | | | | |

### Status Meetings with the City

CR&R proposes to begin implementation meetings with City staff as soon as City Council approves the new Franchise Agreement. Initial meetings would include CR&R's Regional Vice President, City Liaison, Senior Sustainability Manager, City Sustainability Coordinators, and Operations staff. Together we will review the developed informational material, the anticipated delivery schedules, as well as any concerns that may be anticipated for the start-up. Information regarding the Tax Roll Billing Transition Meetings is provided later in this Form under the heading of Billing System Implementation.

### Proposed Meeting Frequency

We propose bi-weekly meetings with City staff starting immediately upon award of the new Franchise Agreement. Three months prior to commencement, we propose increasing the meeting frequency to weekly. CR&R proposes continuing weekly meetings for the first three months of the new contract, then bi-weekly meetings until the City is comfortable with transitioning to the standard monthly meetings.

## ATTACHMENT C

## Implementation Plan

### PUBLIC INFORMATION AND CONSUMER EDUCATION

CR&R has many valuable years of experience in designing, implementing, and administrating highly effective public outreach campaigns that encourage community members to learn about reducing waste and preserving natural resources. As a company dedicated to promoting recycling, CR&R understands that public education and outreach plays an important part in the process of any solid waste management program to continually inform segments of the community about recycling programs and changes in legislation.

Through our public outreach, we provide residents, businesses, and community stakeholders with specific recycling programs and activities that serve to inform and encourage participation in source separated recycling programs to support CalRecycle program compliance. CalRecycle staff continually monitors and tracks City program progress year over year to evaluate effectiveness and if enhancements are needed to increase participation. CR&R stands ready to be your resource and ally in developing solutions that are business-friendly and effective.

CR&R has more than a decade of experience with an in-house team of more than 20 Sustainability Coordinators who engage and inform customers of the programs and services available to them. We found that with appropriate staffing and in person customer contact obstacles to implementing recycling programs can be eliminated and goals met.

Materials such as custom newsletters, inserts, print advertisement, and visual materials (signs, posters, charts, and pictures) will serve to carry specific messages and images that will help deliver the overall messaging for community-wide sustainability. Outreach materials are tailored for specific target audiences such as residential, commercial, and multifamily. Additionally, the dedicated Sustainability Team will provide supplemental training materials during individual customer program implementation.

CR&R recognizes the critical importance of communication with the public throughout this transition process. Customers will need information about CR&R's service delivery as well as education about new programs. CR&R will fully comply with all requirements Section 5 of the Scope of Work, including the following:

## ATTACHMENT C

## Implementation Plan

- Conducting ongoing public outreach to familiarize customers with the benefits of Diversion
    - Providing data on Diversion activities to the city
    - Explaining services and programs available to customers
    - Publicizing materials to be collected for diversion
- Providing professionally designed and produced public outreach materials.
    - Developing attractive, easy to read, and well-designed content
    - Submitting all content to the City for review and approval a minimum of thirty (30) days prior to printing/production.
- Providing an annual presentation to the City Council regarding programs, services, and diversion matters
- Developing effective Residential Public Education and Outreach Materials
    - Creating and updating an Annual Residential Recycling Guide as described in Section 5.4.1 of the Scope of Work
    - Preparing and distributing Semi-Annual Residential Special Programs Notifications as described in Section 5.4.2 of the Scope of Work
    - Producing a How-To Video for the Residential Program as described in Section 5.4.3 of the Scope of Work
    - Conducting Residential Outreach regarding the implementation of new routing as described in Section 5.4.4 of the Scope of Work
- Preparing Laguna Beach City News Articles
- Conducting HOA and Property Manager Outreach
    - Completing the notice process as described in Section 5.6 of the Scope of Work
    - Meeting with every property manager of Multi-Family Premises at least twice each year and attending Multi-Family related community meetings as described in Section 5.6 of the Scope of Work
- Preparing an annual brochure for Multi-Family Commercial, HOA's and Gated Communities regarding Yard Trimmings as described in Section 5.7 of the Scope of Work
- Preparing an annual brochure for Commercial and Business establishments regarding services, rates, diversion programs, the Bin Sensor Program, and other topics as described in Section 5.8 of the Scope of Work

## ATTACHMENT C

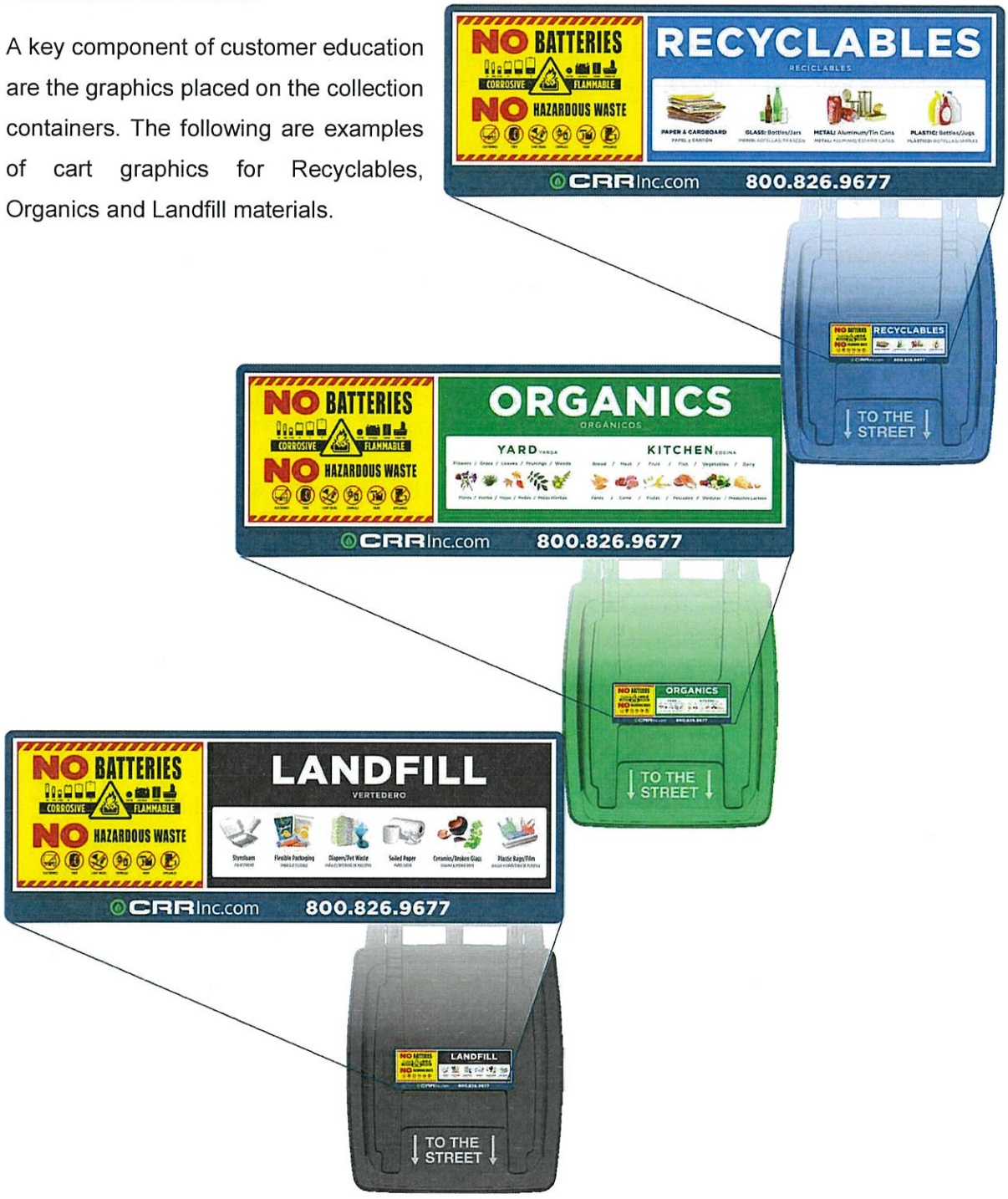
## Implementation Plan

- Preparing an annual brochure for Commercial and Business establishments regarding SB 1383 as described in Section 5.9 of the Scope of Work
- Developing an AB 827 Food Scraps brochure and associated training materials to assist food-serving Commercial and Business Establishments as described in Section 5.10 of the Scope of Work
- Developing an SB 1383 Commercial Restaurants Food Scrap Brochure, Training Materials and Signage as described in Section 5.11 of the Scope of Work
- Providing Diversion Program brochures, signs, table tents and information sheets for the high number of seasonal renters staying in Laguna Beach as described in Section 5.12 of the Scope of Work
- Developing an Edible Food donation brochure outlining the SB 1383 and other requirements for Tier 1 and Tier 2 generators as described in Section 5.13 of the Scope of Work
- Developing special events brochures, training materials and signage as described in Section 5.14 of the Scope of Work
- Producing a how-to video to education Businesses and Commercial Establishments, and using the footage to create two (2) commercials to promote the video as described in Section 5.15 of the Scope of Work
- Producing Social Media posts to promote the City's Diversion Programs as described in Section 5.16 of the Scope of Work
- Developing bin sensor brochures and training materials for Business and Commercial Establishments and Multi-Family Commercial customers as described in Section 5.17 of the Scope of Work
- Completing additional outreach and education activities described in Sections 5.18-5.23 of the Scope of Work, including the provision of a classroom education curriculum, the development of a Corrective Action Notice, cooperating in the joint-jurisdiction public education campaigns conducted by the City, developing and maintaining a website, attending seminars, workshops, presentations, and meetings, and creating and maintaining non-bill mailing lists.

# Implementation Plan

## Automated Cart Labels

A key component of customer education are the graphics placed on the collection containers. The following are examples of cart graphics for Recyclables, Organics and Landfill materials.



# ATTACHMENT C

## Implementation Plan

### AUTOMATED CARTS

CR&R is proposing new carts for the collection of solid waste, recyclables, green waste, and organics as required in the RFP. Carts will be uniform in appearance using the specified color for each waste stream consisting of black for refuse, blue for recycling, and green for green waste and organics. These containers are stackable which allows for an efficient delivery process, and they are similar to the containers currently utilized by the City. CR&R has an excellent, long-standing relationship with automated cart manufacturers. The carts will be ordered upon award of contract, and CR&R will work diligently to have any required carts ready for distribution to customers as early as six months prior to the start of the new services. It is our intent to complete any necessary cart deliveries incrementally, finishing well before the start of the new contract. CR&R will coordinate, as necessary, with the incumbent hauler to ensure a smooth and seamless transition.

### Survey of Residential Customers

CR&R will survey Residential Customers to determine the size of the cart they refer for each material prior to the distribution of carts. Once CR&R confirms the anticipated delivery date of the Laguna Beach carts, the timing of the two-part postcard or mailer will be confirmed. Customers will be asked to mail back the postcard portion of the mailer, or use an online survey program, to indicate their choice of carts. CR&R will complete this process as described in Section 1.6.1.1 of the Scope of Work.

### Charges for Extra Residential Carts

CR&R will direct mail a targeted notice to all Single-Family Residential Premises with extra carts on or before July 1, 2024 regarding charges for extra carts to begin October 1, 2024. Customers will have the option of having extra carts removed. CR&R will also notify Single Family Customers regarding the prohibition against non-containerization, notifying them that as of October 1, 2024, all customers are required to containerize all materials.

### BINS

In addition to meeting the RFP's requirement for carts, CR&R is also proposing new bins. CR&R also has an excellent, long-standing relationship with bin manufacturers and will have bins ready for delivery prior to the implementation date. CR&R will also order Bin Sensors and initiate installation as early as 30 days prior to the start of the new contract. All required bin exchanges will occur prior to the start of the new contract and will be coordinated in cooperation with the incumbent.

# ATTACHMENT C

## Implementation Plan

### Container Maintenance

CR&R's container maintenance program is managed by our shop and maintenance personnel daily. We do not subcontract our container maintenance to third party vendors. We also maintain daily inventories of each container size and color to be able to address our customers' needs.

Our container delivery personnel are required to notify management if any inventory category reaches a certain minimum level. This serves as a second layer of protection against shortages. If a customer requests an exchange of their container, it is performed on the next scheduled collection day. If the customer states that there is a safety issue with the container, then an emergency ticket is submitted, and the container is switched out within 24 hours.

### VEHICLES

CR&R is proposing the use of RNG-fueled collection vehicles as well as the deployment of lightweight and electric vehicles as required in the RFP. All vehicles will be ordered immediately upon award of the contract. Beginning four-to-six weeks prior to the commencement of the new contract, the vehicles will be painted and licensed.

### Electric Vehicle Charging Stations

CR&R plans to install two EV charging stations. The first will be located at our facility in Stanton and used for overnight charging. The second will be located at a site in Laguna Beach, co-selected with the City. The process of identifying the Laguna Beach location, which will also be available for municipal charging, will begin during the first month following the award of contract. The process of permitting and installing the Stanton EV charging station will begin immediately upon award of the contract. The Laguna Beach process will commence upon selection and approval of the City site.

### RESIDENTIAL CURBSIDE COLLECTION

CR&R proposes a three-cart collection program, including a refuse cart for materials that can only be sent to the landfill, a recyclables cart for commingled recyclable materials, and an organics cart for commingled yard trimmings and food waste.

# ATTACHMENT C

## Implementation Plan

### Additional Services

CR&R will provide the following additional components as part of the Residential service program, in full compliance with the requirements described in the Agreement:

- In-Home Kitchen Pails
- Bulky Item Collection
- Special Events Collection
- Holiday Greenery Collection and Recycling
- Household Hazardous Waste Collection
- Household Hazardous Waste Drop Off and Shredding Events
- Sharps Mail-in Service
- Battery and Fluorescent Lamp Drop Off
- Composting Workshops
- Compost Giveaway Events

### Commercial and Multifamily Collection

CR&R will provide bin collection services including refuse, source separated recyclables, green waste, and organic waste. We will also offer Internal Organics Collection Containers to commercial organics customers at cost and offer In-Home Kitchen Pails to multifamily customers at no additional charge.

# Implementation Plan

## Split Bin Recycling Program

Some commercial and multifamily customers have barriers to participating in recycling programs due to space constraints. Sometimes, a property manager will deny recycling in fear of sizable items being dumped in their recycle bin or the lack of enclosure space to add a recycling bin. To address these concerns, CR&R made split bins available to other communities to encourage recycling for commercial and multifamily customers with commercial bin service. The split bin utilizes either a 3-yard or 4-yard bin which is partitioned down the middle providing collection of trash on one side and recycling on the other. Customers have the option to lock one or both sides of the bin. The special lid on the recycle side of the bin minimizes contamination and encourages participants to break down items, such as cardboard, before tossing them in the recycle side of the bin. The special lid also deters scavenging from occurring. The split bin is ideal for properties with space constraints. CR&R would offer this option to City of Laguna Beach multifamily and commercial customers to encourage more participation in the recycling program.

## Additional Services

CR&R will provide the following additional components as part of the Commercial and Multifamily service program, in full compliance with the requirements described in the Agreement:

- Green Business Certification
- Roll-Off Box Collection
- Temporary Bin Service
- Bin Push-Out Service
- Locking Bins
- Bin Sensors

## ATTACHMENT C

## Implementation Plan

### CUSTOMER SERVICE

CR&R's tremendous service transition experience gives our team essential expertise in managing the new customer growth that comes with the award of a new franchise agreement. Using our continual call volume monitoring, call volumes are used to project staffing for both steady state and transition periods.

Training and preparing existing and any newly hired staff will occur to ensure a comprehensive knowledge of the new contract services. As a result of these activities, our Customer Service Representatives (CSR's) will be well prepared to handle customer calls during the transition and throughout the term of the franchise.

Training will include extensive involvement by Operational staff, who will be overseeing cart and bin exchanges, and implementing the routing transition. All routing details will also be incorporated into the training and setup in the Customer Relationship Management (CRM) system prior to service initiation date for the City of Laguna Beach. As a result of these activities, our CSR's will be well prepared to handle customer calls during the transition and throughout the term of the franchise.

To ensure optimal service provision during the initial months of a transition, CR&R will also designate experienced CSR staff members to assist with the increase in phone calls that are anticipated as part of the change in service providers. This extra level of staffing will ensure total coverage and superior response time to handle calls from the City of Laguna Beach.

These resources are in addition to the increase in permanent staff that is planned for handling the steady state of call inquiries that are anticipated as a regular course of business.

# ATTACHMENT C

## Implementation Plan

### Billing System Implementation

CR&R has extensive experience integrating customer information into its computer database and will be able to do so seamlessly for the City of Laguna Beach. We are prepared to transition billing from the current service provider and from the City tax rolls. We will request tax roll information directly from the City immediately upon award of the contract. This information will include data such as the billing names and addresses and APN. A concurrent request will be made to the current hauler to obtain all service information. This will include service names and addresses, number and type of containers, service days, routes, and any other relevant customer data. The hauler information request will also include the APN. CR&R will then match these City and hauler files using the APN number to create one account for each service address. CR&R will meet all timeline requirements for the data request, data analysis and reporting as specified in Section 1.1 of the Scope of Work. We will work closely with the City's designated staff person and our accounting team will meet the City's designee on a weekly basis, from the award of contract through the first billing to ensure all data is received and billing transition goes smoothly.

CR&R will also fully comply with the preparation and distribution of the 1st and 2nd Direct Mail pieces to both Single Family Dwellings and Multi-Plex Property Owners and Residents related to direct billing, as described in Sections 1.1 and 1.2 of the Scope of Work. In addition, CR&R will complete the Social Media and Website Page postings as described in Section 1.2.5 of the Scope of Work.

CR&R will meet all requirements for Residential, Commercial, Multi-Family and Roll-Off Billing as described in Section 1.3 of the Scope of Work. This includes the requirements for audits, the maintaining of billing records, the access to records by the City and the process for billing shared containers.

### Routing Implementation

CR&R has a routing system complete with the following structure to ensure that our drivers are monitored and remain on route throughout the day.

- Automated and paper routes with designated start times and end times along with tracking of each stop and the service time.

- CR&R will develop a target completion time for each route and hold the driver accountable. This will ensure that we can meet the City's service window as outline in the collection agreement and/or ordinance.

Route Managers will meet each morning with their designated drivers to hold a tailgate safety meeting and to discuss any special route requirements for the day.

- Route Managers will be available throughout the day to supervise the routes to ensure compliance with the collection time window and take care of any customer issues that occur throughout the day.
- At the completion of the workday, all routes are turned into our Industrial Engineering Department where they are uploaded into the computer system and a daily routing report is generated.
- The following day, the route managers review the report and discuss any inconsistencies with the appropriate driver.
- At the end of the month, a monthly report is prepared to review the percentage (%) of service delivery for each route to ensure that the company is meeting our internal goal of 95%.

### SAFETY PROGRAM IMPLEMENTATION

CR&R understands the unique safety needs of the City of Laguna Beach. CR&R strives to provide a culture of safety in all aspects of our operations. CR&R is especially proud of its safety record and works daily to ensure that our employees make the right decision in every element of their job. We recognize that safety is everyone's responsibility. It starts at the top with our Executive Team which sets the expectation and culture that nothing is more important than safety and reinforces this commitment by hosting a monthly safety review with the executive staff, senior managers, operation managers and route managers in attendance.

We recognize that our most important and valuable asset is our people. For them to be successful, our Senior Management Team continues to provide its leadership and guidance when it comes to Health and Safety. The Safety Director has provided all departments a framework that details the safe way each employee is to conduct their responsibilities and is encouraged to speak up if conditions interfere with the safe way. CR&R believes that State and Federal (e.g., OSHA and

DOT) regulations represent the minimum standard, and actively solicits input from its employees on how to minimize risk and maximize employee safety.

### DRIVER SAFETY TRAINING

All CR&R drivers are placed through a thorough Safety Training Program beginning with our comprehensive Driver Training and Orientation Program. The following is a brief and condensed outline of our Safety Training Program.

#### Training Goals

- Ensure compliance of required training as directed by 49CFR regulations
- Ensure compliance of required training as directed by Federal and California OSHA regulations
- Ensure all requirements of Section 8.05.E are fully addressed, including but not limited to the following:
    - Pedestrian safety and driving while other vehicles are present
    - School safety
    - Hazardous Waste handling
    - On-board fires and fires in all types of containers
    - Protocols for handling leaks and spills
    - Dangers of all types of impaired driving
    - Dangers of distracted driving
- Ensure drivers receive required information on company policies and benefits
- Ensure drivers receive as understanding of their vehicles, preventive maintenance responsibilities, and an ability to detect when problems arise with their vehicles
- Ensure drivers receive an understanding of their responsibilities for best safe practices when operating a vehicle and performing their job duties
- Ensure drivers receive an understanding of safety rules and procedures at disposal facilities
- Perform reviews of all drivers periodically and as needed to ensure company standards are being met

# ATTACHMENT C

## Implementation Plan

### Employee Safety Training

- All new CR&R employees will undergo a training and orientation program and verify that they have received the proper training
- Current employees will undergo training as needed based on performance and incidents

### Safety Training Coordinator Responsibilities

- Implement and update training program as required and ensure all requirements of Section 8.05.E of the agreement are fully addressed
- Perform required training and verify understanding of material presented
- Perform periodic evaluations of all drivers to ensure standards are met and recommend to the appropriate manager any follow up training required
- Perform as needed evaluations on drivers deemed at risk

### Management Responsibilities

- Provide support and guidance as needed
- Review program and ensure driver compliance
- All work will be performed in accordance with the highest safety standards as outlined in our Safety Training curriculum

### SUSTAINABILITY TEAM

When it comes to sustainability program implementation, CR&R knows that a **"Boots on the Ground"** approach is required. As such, dedicated Sustainability Coordinators are a vital tool for our strategy to achieve compliance with CalRecycle requirements and maximize program participation, while increasing diversion rates. The success of any implementation plan begins and ends with the professionals who are responsible to make it happen.

# ATTACHMENT C

## Implementation Plan

CR&R will dedicate two Sustainability Coordinators to the City of Laguna Beach. The assignment process for highly qualified Sustainability Coordinators will immediately with the award of the contract, with the goal of identifying qualified CR&R employees or on-boarding new hires so that they are ready to begin the implementation of critical transition activities prior to the start of the Agreement.

The Sustainability Coordinator will begin implementation activities in April 2024. These activities, which are also shown in the implementation timeline, include the following:

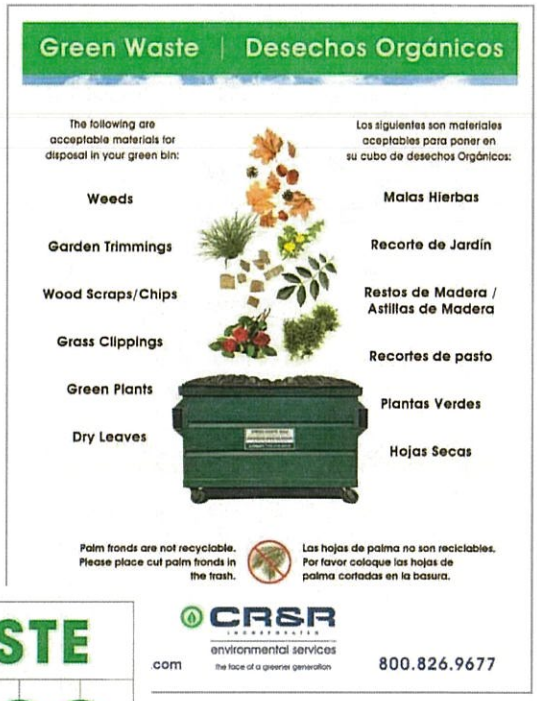
- Review of incumbent customer data
- Commercial and multifamily customer site visits to confirm service level and container count
- Establishing communications and public education alongside City staff for residential, multifamily, and commercial customers
- Liaise with the School District and establish school year public education programs
- Liaise with the large venues to ensure public education and programs are in place to comply with SB 1383 requirements
- Monitor and provide customers assistance during the cart and container exchange

The Sustainability Coordinators will be responsible for all aspects diversion program implementation. They will conduct Residential outreach and education and Multi-Family and Commercial site visits. CR&R will fully comply with all Diversion Program outreach and education, compliance and reporting requirements as described in the Franchise Agreement and Scope of Work.

The following are examples of materials developed by the CR&R Sustainability Team. All materials developed for Laguna Beach will be customized for the City and compliant with the requirements of the Franchise Agreement and Scope of Work.

# ATTACHMENT C

## Implementation Plan



# ATTACHMENT C

## Implementation Plan

CR&R environmental services

April 15, 2020

Niguel Clubhouse LLC
31271 Niguel Rd.
Laguna Niguel, CA

Re: Food Waste Recycling (AB 1826)

Dear Howard,

**Assembly Bill 1826 requires all businesses in the State of California that generate 4 or more yards of waste per week to recycle organics.** The City of Laguna Niguel is looking to businesses such as yours to divert as much waste as possible from your site located at *31271 Niguel Rd. Laguna Niguel, CA 92677*. Please review the table below for recommended updates and compliance with AB 1826.

**Regular Service:** account # - 45905

| Enclosure | Bin Quantity | Bin Size | Bin Type | Service Days | Yards/Week | Cost/Month |
|---|---|---|---|---|---|---|
| 1, 3 | 2 | 3 yard | Trash | 4 | 24 | $691.08 |
| 4 | 1 | 3 yard | Trash | 6 | 15 | $1,657.69 |
| 2 | 1 | 3 yard | Trash | 3 | 9 | $310.57 |
| 1, 4 | 2 | 3 yard | Recycle | 3 | 18 | $310.86 |
| 3 | 1 | 3 yard | Recycle | 2 | 6 | $115.05 |
| 2 | 1 | 2 yard | Green Waste | 1 | 2 | $42.64 |
| 1 | 1 | 95 gal | Green Waste | 1 | 0.5 | $14.41 |
| | **Total** | | | | **74.5** | **$2,048.05** |

**Proposed Service:** addition of 2-yd Food Waste bin (decrease of $37.74 per month)

| Enclosure | Bin Quantity | Bin Size | Bin Type | Service Days | Yards/Week | Cost/Month |
|---|---|---|---|---|---|---|
| 1, 3, 4 | 3 | 3 yard | Trash | 4 | | |
| 2 | 1 | 3 yard | Trash | 3 | | |
| 1, 4 | 2 | 3 yard | Recycle | 3 | | |
| 3 | 1 | 3 yard | Recycle | 2 | | |
| 2 | 1 | 2 yard | Green Waste | 1 | | |
| 1 | 1 | 95 gal | Green Waste | 1 | | |
| 4 | | 2 yard | Food Waste | 2 | | |
| | **Total** | | | | | |

CR&R environmental services **SITE SURVEY**

CUSTOMER: _____ CR&R REP: _____
PHONE: _____ OFFICE PHONE: _____
NAME: _____ CELL PHONE: _____
ADDRESS: _____ EMAIL ADDRESS: _____
CITY: _____ DATE: _____

**MCR – Mandatory Commercial Recycling**
☐ Compliant
☐ Noncompliant
☐ MCR container not being utilized.
☐ Incorrect material inside container.
_ Trash
_ Contaminated Cardboard
_ Organic Food Waste
_ Organic Green Waste
_ Explain: _____

**MORe – Mandatory Commercial Organics Recycling**
☐ Compliant
☐ Noncompliant
☐ MORe container not being used.
☐ Incorrect material inside container.
_ Trash
_ Recyclable Material
_ Contaminated Material
_ Explain: _____

**Trash Container**
| | Compliant
| | Noncompliant
☐ Incorrect material inside container.
_ Recyclable Material
_ Organics Material
_ Hazardous Waste
_ Other Material
_ Explain: _____

| | Please call us to help you be compliant with your trash and recycling service

ATTACHMENT D

Maximum Rates To Be Charged

**Instructions: Fill in the cost and productivity assumptions used to develop proposed rates as listed in Tables 1 - 4 below. Failure to provide the requested assumption data will be counted against proposers in the RFP evaluation. Cells shaded in yellow require proposer input.**

**Table 1: Residential Assumptions**

| Enter cost assumptions into yellow shaded area below | | | | | | |
|---|---|---|---|---|---|---|
| Density of Residential Curbside MSW | 91.9 | lbs. per cubic yard = | | 0.46 | lbs. per gallon | |
| Density of Residential Curbside Recyclable Materials | 27.1 | lbs. per cubic yard = | | 0.13 | lbs. per gallon | |
| Density of Residential Curbside Co-collected Yard Trimmings and Food Scraps | 30.8 | lbs. per cubic yard = | | 0.15 | lbs. per gallon | |
| Fully Burdened Cost per Hour to Operate Residential Side Loader | $ 120.91 | $ per hour | | | | |
| Time to service residential cart (includes time on and off route) | 0.013 | hours = | 75 | toters per hou | $ 1.61 | per toter per service |
| Cost per ton for disposal | $ 42.27 | $ per ton = | $ 0.02 | disposal per lbs. of MSW | | |
| Cost per ton for processing single-stream recyclables | $ 116.87 | $ per ton = | $ 0.06 | processing cost per lbs. of recycling | | |
| Composite revenue per ton for sale of single-stream recyclable materials | $ 125.00 | $ per ton = | $0.06 | revenue per lbs. of single-stream recycling | | |
| Residue percentage of residential single-stream recyclables | 29.85% | | | | | |
| Processing cost per ton for composting | $ 39.55 | per ton = | $ 0.02 | processing cost per lbs. of composting | | |
| Revenue per ton for finished compost | $ 14.00 | per ton = | $ 0.01 | sales revenue per lbs. of compost | | |
| Cost per ton to transfer | $ 75.81 | per ton = | $ 0.04 | cost per lbs. of transferring | | |

**Table 2: Commercial and Multi-family Assumptions**

| Enter cost assumptions into yellow shaded area below | | | | | | | |
|---|---|---|---|---|---|---|---|
| Density of Commercial MSW | 100 | lbs. per cubic yard | | | | | |
| Density of Commercial Recyclable Materials | 50 | lbs. per cubic yard = | | 0.25 | lbs. per gallon | | |
| Density of Commercial Yard Trimmings | 95 | lbs. per cubic yard = | | 0.47 | lbs. per gallon | | |
| Density of Commercial Food Scraps | 300 | lbs. per cubic yard = | | 1.49 | lbs. per gallon | | |
| Density of Commercial Co-collected Food Scraps and Yard Trimmings | 100 | lbs. per cubic yard = | | 0.50 | lbs. per gallon | | |
| Density of Multi-family MSW | 100 | lbs. per cubic yard | | 0.50 | | | |
| Density of Multi-family Recyclable Materials | 50 | lbs. per cubic yard = | | 0.25 | lbs. per gallon | | |
| Density of Multi-family Yard Trimmings | 95 | lbs. per cubic yard = | | 0.47 | lbs. per gallon | | |
| Density of Multi-family Food Scraps | 300 | lbs. per cubic yard = | | 1.49 | lbs. per gallon | | |
| Density of Multi-family Co-collected Food Scraps and Yard Trimmings | 100 | lbs. per cubic yard = | | 0.50 | lbs. per gallon | | |
| Time to service commercial/multi-family CART (includes time on and off route) | 0.022 | hours = | 45 | lifts per hour | | 1.33 | min per lift |
| Time to service commercial/multi-family BIN (includes time on and off route) | 0.071 | hours = | 14 | lifts per hour | | 4.29 | min per lift |
| Fully Burdened Cost per Hour to Operate Commercial Cart Collection Vehicle (CNG Vehicle) - | $ 120.91 | $ per hour | 45 | lifts per hour | $ | 2.69 | per lift |
| Fully Burdened Cost per Hour to Operate Commercial Front Loader - | $ 115.91 | $ per hour | 14 | lifts per hour | $ | 8.28 | per lift |
| Cost per ton for Residue disposal | $ 42.27 | $ per ton = | $ 0.02 | disposal cost per lbs. of MSW | | | |
| Cost per ton for processing commercial/multi-family single-stream recyclables | $ 116.87 | $ per ton = | $ 0.06 | per lbs. of MSW | | | |
| Composite revenue per ton for sale of mixed commercial recyclable materials | $ 125.00 | $ per ton = | $0.06 | per lbs. of single-stream recycling | | | |
| Residue percentage of commercial mixed recyclables | 29.85% | | | | | | |
| Processing cost per ton for composting | $ 39.55 | per ton = | $ 0.02 | cost per lbs. of composting | | | |
| Processing cost per ton for co-digestion | $ 143.33 | per ton = | $ 0.07 | cost per lbs. of co-digestion | | | |
| Revenue per ton for finished compost | $ 14.00 | per ton = | $ 0.01 | benefit per lbs. of compost | | | |
| Cost per ton to transfer single-stream recyclables | $ 15.71 | | | | | | |
| Cost per ton to transfer source-separated food scraps | $ 12.40 | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | | Cost per ton to transfer MSW | $ 14.28 | per ton = | $ 0.01 cost per lbs. of transferring |

Table 3. Cost Assumptions for Providing Core Special Services - Residential

| | Total Available Number of Households | Projected Monthly Household Participation Percentage | Monthly Cost of Providing Service at Projected Participation Levels |
|---|---|---|---|
| Curbside collection of bulky items (includes white goods) | 10,477 | 5.0% | $ 5,238.50 |
| Mail-back collection of sharps | 10,477 | 0.15% | $ 451.82 |

| | Total Available Number of Households | Projected Quarterly Household Participation Percentage | Quarterly Cost of Providing Service at Projected Participation Levels |
|---|---|---|---|
| Quarterly HHW Collection | 10,477 | 1.8% | $ 22,630.32 |

**Table 4: Assumed Weights for Temporary Bins, Roll-offs, and Compactors (used for rate items 7 - 17)**

| Container Size | Single Stream Recyclables | MSW to Landfill | Source-separated Food Scraps | Source-separated Yard Trimmings | Co-collected Food Scraps and Yard Trimmings | Mixed C&D |
|---|---|---|---|---|---|---|
| Temporary - 2 Cubic Yard Bin | 0.0500 | 0.1000 | 0.3000 | 0.0950 | 0.0950 | 0.4000 |
| Temporary - 3 Cubic Yard Bin | 0.0750 | 0.1500 | 0.4500 | 0.1425 | 0.1425 | 0.6000 |
| Temporary - 4 Cubic Yard Bin | 0.1000 | 0.2000 | 0.6000 | 0.1900 | 0.1900 | 0.8000 |
| Temporary - 6 Cubic Yard Bin | 0.1500 | 0.3000 | 0.9000 | 0.2850 | 0.2850 | 1.2000 |
| Temporary/Permanent - 10 Cubic Yard Roll-off | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 |
| Temporary/Permanent - 20 Cubic Yard Roll-off | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 |
| Temporary/Permanent - 25 Cubic Yard Roll-off | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 |
| Temporary/Permanent - 30 Cubic Yard Roll-off | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 |
| Temporary/Permanent - 40 Cubic Yard Roll-off | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 | 7.0000 |
| Permanent - 3 Cubic Yard Compactor | 0.2250 | 0.4500 | 1.3500 | 0.4275 | 0.4275 | |
| Permanent - 4 Cubic Yard Compactor | 0.3000 | 0.6000 | 1.8000 | 0.5700 | 0.5700 | |
| Permanent - 6 Cubic Yard Compactor | 0.4500 | 0.9000 | 2.7000 | 0.8550 | 0.8550 | |
| Permanent - 10 Cubic Yard Compactor | 10.0000 | 10.0000 | 10.0000 | 10.0000 | 10.0000 | |
| Permanent - 20 Cubic Yard Compactor | 10.0000 | 10.0000 | 10.0000 | 10.0000 | 10.0000 | |
| Permanent - 25 Cubic Yard Compactor | 10.0000 | 10.0000 | 10.0000 | 10.0000 | 10.0000 | |
| Permanent - 30 Cubic Yard Compactor | 10.0000 | 10.0000 | 10.0000 | 10.0000 | 10.0000 | |
| Permanent - 40 Cubic Yard Compactor | 10.0000 | 10.0000 | 10.0000 | 10.0000 | 10.0000 | |

ATTACHMENT D

**Maximum Rates To Be Charged**

Fill in the rates proposed as the maximum rates to customers below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 14 of the Agreement. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs.

**Rates must be submitted in 2024 dollars.**

**This form will become an attachment to the final Agreement.**

**1. Residential Basic Level of Service (weekly collection service unless otherwise stated)**

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 1a. | Co-collected Food scraps and Yard Trimmings Processed at a Composting Facility | Labor + | Fuel = | Total Collection + | Composting + | Disposal = | Total | |
| | 30-35, 60-70, or 90-96 gallon - Co-collected Food Scraps and Yard Trimmings - Compost | 5.51 | 0.97 | 6.48 | 2.89 | 0.51 | 9.89 | |
| | Each additional 30-35, 60-70, or 90-96 gallon cart - Co-collected Food Scraps and Yard Trimmings - Compo | 2.75 | 0.49 | 3.24 | 2.89 | 0.51 | 6.65 | per month |

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 1b. | Recycling Cart | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | 30-35, 60-70, or 90-96-gallon single-stream recycling cart | 5.51 | 0.97 | 6.48 | 0.55 | 0.11 | 7.15 | per month |
| | Each additional 30-35, 60-70, or 90-96 gallon single-stream recycling cart | 2.75 | 0.49 | 3.24 | 0.55 | 0.11 | 3.90 | per month |

| | | Collection Component (85% Labor and 15% Fuel) | | | | | |
|---|---|---|---|---|---|---|---|
| 1c. | MSW Cart - weekly service | Labor + | Fuel = | Total Collection + | Disposal = | Total | |
| | 30-35 gallon MSW Cart to Landfill | 5.23 | 0.92 | 6.16 | 3.55 | 9.71 | per month |
| | 60-70 gallon MSW Cart to Landfill | 5.40 | 0.95 | 6.35 | 3.67 | 10.02 | per month |
| | 90-96 gallon MSW Cart to Landfill | 5.51 | 0.97 | 6.48 | 3.74 | 10.22 | per month |
| | Each additional 30-35 gallon MSW cart to Landfill | 2.62 | 0.46 | 3.08 | 3.55 | 6.63 | per month |
| | Each additional 60-70 gallon MSW cart to Landfill | 2.70 | 0.48 | 3.18 | 3.67 | 6.84 | per month |
| | Each additional 90-96 gallon MSW cart to Landfill | 2.75 | 0.49 | 3.24 | 3.74 | 6.98 | per month |

| | | | |
|---|---|---|---|
| 1d. | Residential Option 1 - 30-35 gal MSW Cart: One (1) 30-35 gal MSW; one (1) co-collected food scraps and yard trimmings of any size; and one (1) recycling cart of any size (automatically calculated). | 26.74 | per month |
| 1e | Residential Option 2 - 60-70 gal MSW Cart: One (1) 60-70 gal MSW; one (1) co-collected food scraps and yard trimmings of any size; and one (1) recycling cart of any size (automatically calculated). | 27.05 | per month |
| 1f. | Residential Option 3 - 90-96 gal MSW Cart: One (1) 90-96 gal MSW; one (1) co-collected food scraps and yard trimmings of any size; and one (1) recycling cart of any size (automatically calculated). | 27.25 | per month |
| 1g. | Monthly reduction in total rate if customer opts out of yard trimmings collection due to a City-verified backyard composting and/or community composting program but still uses cart for food scrap recycling (proposer needs to calculate rate reduction and enter into cell V54) | 0.85 | per month |
| 1h. | Monthly reduction in total rate if customer opts out of food scrap collection due to a City-verified backyard composting and/or community composting program but still uses cart for yard trimmings recycling (proposer needs to calculate rate reduction and enter into cell V56) | 0.85 | per month |

Rate items 1i - 1k are the total rate if the customer opts out of both yard trimmings and food scrap collection due to a City-verified backyard composting and/or community composting program.

| | | | |
|---|---|---|---|
| 1i. | Residential Option 2.1 - One (1) 30-35 gal MSW and one (1) recycling cart of any size. No co-collected Food Scraps and Yard Trimmings cart (automatically calculated). | 16.86 | per month |
| 1j. | Residential Option 2.2 - One (1) 60-70 gal MSW and one (1) recycling cart of any size. No co-collected Food Scraps and Yard Trimmings cart (automatically calculated). | 17.16 | per month |
| 1k | Residential Option 2.3 - One (1) 90-96 gal MSW and one (1) recycling cart of any size. No co-collected Food Scraps and Yard Trimmings cart (automatically calculated). | 17.37 | per month |

ATTACHMENT D

Maximum Rates To Be Charged

Fill in the rates proposed as the maximum rates to customers for each level of Divertible Materials service below. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. Best practices have identified that a Divertible materials collection rate that is 50% of the MSW rate obtains optimal generator participation. As noted in Section 6, MSW Rate Sheet commercial MSW rates may include any costs that are not recovered by offering Divertible Materials collection programs at 50% the rate for MSW. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for divertible materials must be 50% lower than the rate proposed for collection of MSW materials.

**Rates must be submitted in 2024 dollars.**

**This form will become an attachment to the final contract.**

**2. Commercial and Multi-Family Single-Material and Single-Stream Recyclables**

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 2a. | 35-gallon Cart | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | 1 pick-up per week | 37.34 | 6.59 | 43.93 | 0.54 | 0.23 | 44.70 | per month |
| | 2 pick-ups per week | 60.01 | 10.59 | 70.60 | 1.09 | 0.47 | 72.15 | per month |
| | 3 pick-ups per week | 79.63 | 14.05 | 93.68 | 1.63 | 0.70 | 96.01 | per month |
| | 4 pick-ups per week | 102.90 | 18.16 | 121.06 | 2.17 | 0.93 | 124.16 | per month |
| | 5 pick-ups per week | 120.71 | 21.30 | 142.01 | 2.71 | 1.16 | 145.88 | per month |
| | 6 pick-up per week | 141.78 | 25.02 | 166.80 | 3.26 | 1.40 | 171.46 | per month |
| 2b. | 65 Gallon Cart | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | 1 pick-up per week | 38.77 | 6.84 | 45.62 | 1.01 | 0.43 | 47.06 | per month |
| | 2 pick-ups per week | 62.11 | 10.96 | 73.07 | 2.02 | 0.86 | 75.95 | per month |
| | 3 pick-ups per week | 82.23 | 14.51 | 96.74 | 3.02 | 1.30 | 101.06 | per month |
| | 4 pick-ups per week | 106.19 | 18.74 | 124.93 | 4.03 | 1.73 | 130.69 | per month |
| | 5 pick-ups per week | 124.41 | 21.95 | 146.36 | 5.04 | 2.16 | 153.56 | per month |
| | 6 pick-up per week | 146.06 | 25.78 | 171.84 | 6.05 | 2.59 | 180.48 | per month |
| 2c. | 95 Gallon Cart | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | 1 pick-up per week | 40.31 | 7.11 | 47.43 | 1.47 | 0.63 | 49.53 | per month |
| | 2 pick-ups per week | 64.38 | 11.36 | 75.74 | 2.95 | 1.26 | 79.95 | per month |
| | 3 pick-ups per week | 85.05 | 15.01 | 100.06 | 4.42 | 1.89 | 106.38 | per month |
| | 4 pick-ups per week | 109.78 | 19.37 | 129.15 | 5.89 | 2.53 | 137.57 | per month |
| | 5 pick-ups per week | 128.45 | 22.67 | 151.12 | 7.37 | 3.16 | 161.64 | per month |
| | 6 pick-up per week | 150.75 | 26.60 | 177.35 | 8.84 | 3.79 | 189.98 | per month |

| 2d. | 1 Cubic Yard Bin (standalone or half of 2-yard split bin) | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 pick-up per week | 80.40 | | 14.19 | | 94.59 | | 3.13 | | 1.34 | | 99.07 | per month |
| | 2 pick-ups per week | 128.30 | | 22.64 | | 150.94 | | 6.27 | | 2.69 | | 159.89 | per month |
| | 3 pick-ups per week | 169.43 | | 29.90 | | 199.33 | | 9.40 | | 4.03 | | 212.76 | per month |
| | 4 pick-ups per week | 218.66 | | 38.59 | | 257.24 | | 12.53 | | 5.37 | | 275.14 | per month |
| | 5 pick-ups per week | 255.77 | | 45.14 | | 300.91 | | 15.66 | | 6.71 | | 323.29 | per month |
| | 6 pick-up per week | 300.14 | | 52.97 | | 353.10 | | 18.80 | | 8.06 | | 379.96 | per month |
| 2e. | 1.5 Cubic Yard Bin (standalone or half of 3-yard split bin) | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
| | 1 pick-up per week | 82.93 | | 14.63 | | 97.57 | | 4.70 | | 2.01 | | 104.28 | per month |
| | 2 pick-ups per week | 131.65 | | 23.23 | | 154.88 | | 9.40 | | 4.03 | | 168.31 | per month |
| | 3 pick-ups per week | 173.24 | | 30.57 | | 203.82 | | 14.10 | | 6.04 | | 223.96 | per month |
| | 4 pick-ups per week | 223.36 | | 39.42 | | 262.77 | | 18.80 | | 8.06 | | 289.63 | per month |
| | 5 pick-ups per week | 260.73 | | 46.01 | | 306.74 | | 23.50 | | 10.07 | | 340.30 | per month |
| | 6 pick-up per week | 305.72 | | 53.95 | | 359.67 | | 28.20 | | 12.08 | | 399.95 | per month |
| 2f. | 2 Cubic Yard Bin (standalone or half of 4-yd split bin) | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
| | 1 pick-up per week | 85.69 | | 15.12 | | 100.82 | | 6.27 | | 2.69 | | 109.77 | per month |
| | 2 pick-ups per week | 135.37 | | 23.89 | | 159.26 | | 12.53 | | 5.37 | | 177.17 | per month |
| | 3 pick-ups per week | 177.56 | | 31.33 | | 208.89 | | 18.80 | | 8.06 | | 235.74 | per month |
| | 4 pick-ups per week | 228.71 | | 40.36 | | 269.07 | | 25.06 | | 10.74 | | 304.87 | per month |
| | 5 pick-ups per week | 266.44 | | 47.02 | | 313.46 | | 31.33 | | 13.43 | | 358.21 | per month |
| | 6 pick-up per week | 312.20 | | 55.09 | | 367.30 | | 37.59 | | 16.11 | | 421.00 | per month |
| 2g. | 3 Cubic Yard Bin | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
| | 1 pick-up per week | 86.80 | | 15.32 | | 102.12 | | 9.40 | | 4.03 | | 115.55 | per month |
| | 2 pick-ups per week | 135.69 | | 23.95 | | 159.64 | | 18.80 | | 8.06 | | 186.49 | per month |
| | 3 pick-ups per week | 176.69 | | 31.18 | | 207.87 | | 28.20 | | 12.08 | | 248.15 | per month |
| | 4 pick-ups per week | 227.13 | | 40.08 | | 267.21 | | 37.59 | | 16.11 | | 320.91 | per month |
| | 5 pick-ups per week | 263.45 | | 46.49 | | 309.94 | | 46.99 | | 20.14 | | 377.07 | per month |
| | 6 pick-up per week | 308.21 | | 54.39 | | 362.60 | | 56.39 | | 24.17 | | 443.16 | per month |
| 2h. | 4 Cubic Yard Bin | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
| | 1 pick-up per week | 109.13 | | 19.26 | | 128.38 | | 12.53 | | 5.37 | | 146.29 | per month |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 2 pick-ups per week | 172.97 | 30.52 | 203.50 | | 25.06 | 10.74 | 239.30 | per month |
| | 3 pick-ups per week | 224.95 | 39.70 | 264.65 | | 37.59 | 16.11 | 318.35 | per month |
| | 4 pick-ups per week | 292.46 | 51.61 | 344.07 | | 50.13 | 21.48 | 415.68 | per month |
| | 5 pick-ups per week | 339.49 | 59.91 | 399.40 | | 62.66 | 26.85 | 488.91 | per month |
| | 6 pick-up per week | 398.35 | 70.30 | 468.65 | | 75.19 | 32.22 | 576.06 | per month |
| 2i. | 6 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | | + Disposal | = Total | |
| | 1 pick-up per week | 173.02 | 30.53 | 203.55 | | 18.80 | 8.06 | 230.40 | per month |
| | 2 pick-ups per week | 274.71 | 48.48 | 323.19 | | 37.59 | 16.11 | 376.90 | per month |
| | 3 pick-ups per week | 357.72 | 63.13 | 420.85 | | 56.39 | 24.17 | 501.41 | per month |
| | 4 pick-ups per week | 465.19 | 82.09 | 547.28 | | 75.19 | 32.22 | 654.69 | per month |
| | 5 pick-ups per week | 540.41 | 95.37 | 635.77 | | 93.98 | 40.28 | 770.04 | per month |
| | 6 pick-up per week | 634.25 | 111.93 | 746.17 | | 112.78 | 48.33 | 907.29 | per month |

## 3. Commercial and Multi-Family Source-separated Food Scraps

*Note: Food scraps will only be collected in 35-gal, 65-gal, 1-yard, 1.5 yard, and 2-yard containers. Food scraps will not be collected as part of split bin service.*

| | | Collection Component (85% Labor and 15% Fuel | | | Processing | Residual Disposal | |
|---|---|---|---|---|---|---|---|
| 3a. | 35-gallon Cart | Labor | + Fuel | = Total Collection | + Composting or Co-digestion | + Disposal | = Total |
| | 1 pick-up per week | 34.44 | 6.08 | 40.52 | 2.93 | 1.26 | 44.70 per month |
| | 2 pick-ups per week | 54.21 | 9.57 | 63.78 | 5.86 | 2.51 | 72.15 per month |
| | 3 pick-ups per week | 70.93 | 12.52 | 83.44 | 8.79 | 3.77 | 96.01 per month |
| | 4 pick-ups per week | 91.30 | 16.11 | 107.41 | 11.72 | 5.02 | 124.16 per month |
| | 5 pick-ups per week | 106.20 | 18.74 | 124.95 | 14.66 | 6.28 | 145.88 per month |
| | 6 pick-up per week | 124.38 | 21.95 | 146.33 | 17.59 | 7.54 | 171.46 per month |
| 3b. | 65 Gallon Cart | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total |
| | 1 pick-up per week | 33.39 | 5.89 | 39.28 | 5.44 | 2.33 | 47.06 per month |
| | 2 pick-ups per week | 51.34 | 9.06 | 60.40 | 10.89 | 4.67 | 75.95 per month |
| | 3 pick-ups per week | 66.07 | 11.66 | 77.73 | 16.33 | 7.00 | 101.06 per month |
| | 4 pick-ups per week | 84.65 | 14.94 | 99.59 | 21.77 | 9.33 | 130.69 per month |
| | 5 pick-ups per week | 97.48 | 17.20 | 114.68 | 27.22 | 11.67 | 153.56 per month |
| | 6 pick-up per week | 113.75 | 20.07 | 133.82 | 32.66 | 14.00 | 180.48 per month |

| 3c. | 1 Cubic Yard Bin (standalone) | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|---|
| | 1 pick-up per week | 74.54 | 13.15 | 87.70 | 7.96 | 3.41 | 99.07 | per month |
| | 2 pick-ups per week | 116.59 | 20.57 | 137.16 | 15.91 | 6.82 | 159.89 | per month |
| | 3 pick-ups per week | 151.86 | 26.80 | 178.66 | 23.87 | 10.23 | 212.76 | per month |
| | 4 pick-ups per week | 195.23 | 34.45 | 229.68 | 31.82 | 13.64 | 275.14 | per month |
| | 5 pick-ups per week | 226.49 | 39.97 | 266.46 | 39.78 | 17.05 | 323.29 | per month |
| | 6 pick-up per week | 265.00 | 46.76 | 311.76 | 47.74 | 20.46 | 379.96 | per month |
| 3d. | 1.5 Cubic Yard Bin (standalone) | Labor | + Fuel | = Total Collection | + Composting or Co-digestion | + Disposal | = Total | |
| | 1 pick-up per week | 85.08 | 15.01 | 100.09 | 2.93 | 1.26 | 104.28 | per month |
| | 2 pick-ups per week | 135.94 | 23.99 | 159.93 | 5.86 | 2.51 | 168.31 | per month |
| | 3 pick-ups per week | 179.68 | 31.71 | 211.39 | 8.79 | 3.77 | 223.96 | per month |
| | 4 pick-ups per week | 231.94 | 40.93 | 272.88 | 11.72 | 5.02 | 289.63 | per month |
| | 5 pick-ups per week | 271.46 | 47.90 | 319.37 | 14.66 | 6.28 | 340.30 | per month |
| | 6 pick-up per week | 318.60 | 56.22 | 374.83 | 17.59 | 7.54 | 399.95 | per month |
| 3e. | 2 Cubic Yard Bin (standalone) | Labor | + Fuel | = Total Collection | + Composting or Co-digestion | + Disposal | = Total | |
| | 1 pick-up per week | 89.74 | 15.84 | 105.58 | 2.93 | 1.26 | 109.77 | per month |
| | 2 pick-ups per week | 143.47 | 25.32 | 168.79 | 5.86 | 2.51 | 177.17 | per month |
| | 3 pick-ups per week | 189.70 | 33.48 | 223.18 | 8.79 | 3.77 | 235.74 | per month |
| | 4 pick-ups per week | 244.90 | 43.22 | 288.12 | 11.72 | 5.02 | 304.87 | per month |
| | 5 pick-ups per week | 286.69 | 50.59 | 337.28 | 14.66 | 6.28 | 358.21 | per month |
| | 6 pick-up per week | 336.50 | 59.38 | 395.88 | 17.59 | 7.54 | 421.00 | per month |

## 4. Commercial and Multi-Family Source-separated Yard Trimmings

*Note: Yard Trimmings will only be collected in 35-gal, 65-gal, 1-yard, 1.5 yard, and 2-yard containers. Yard trimmings will <u>not</u> be collected as part of split bin service.*

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 4a. | 35-gallon Cart | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | 1 pick-up per week | 34.44 | 6.08 | 40.52 | 2.93 | 1.26 | 44.70 | per month |
| | 2 pick-ups per week | 54.21 | 9.57 | 63.78 | 5.86 | 2.51 | 72.15 | per month |
| | 3 pick-ups per week | 70.93 | 12.52 | 83.44 | 8.79 | 3.77 | 96.01 | per month |
| | 4 pick-ups per week | 91.30 | 16.11 | 107.41 | 11.72 | 5.02 | 124.16 | per month |
| | 5 pick-ups per week | 106.20 | 18.74 | 124.95 | 14.66 | 6.28 | 145.88 | per month |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 6 pick-up per week | 124.38 | 21.95 | 146.33 | 17.59 | 7.54 | 171.46 | per month |
| 4b. | 65 Gallon Cart | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | 1 pick-up per week | 33.39 | 5.89 | 39.28 | 5.44 | 2.33 | 47.06 | per month |
| | 2 pick-ups per week | 51.34 | 9.06 | 60.40 | 10.89 | 4.67 | 75.95 | per month |
| | 3 pick-ups per week | 66.07 | 11.66 | 77.73 | 16.33 | 7.00 | 101.06 | per month |
| | 4 pick-ups per week | 84.65 | 14.94 | 99.59 | 21.77 | 9.33 | 130.69 | per month |
| | 5 pick-ups per week | 97.48 | 17.20 | 114.68 | 27.22 | 11.67 | 153.56 | per month |
| | 6 pick-up per week | 113.75 | 20.07 | 133.82 | 32.66 | 14.00 | 180.48 | per month |
| 4c. | 1 Cubic Yard Bin (standalone) | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | 1 pick-up per week | 63.66 | 11.23 | 74.90 | 16.92 | 7.25 | 99.07 | per month |
| | 2 pick-ups per week | 94.82 | 16.73 | 111.56 | 33.83 | 14.50 | 159.89 | per month |
| | 3 pick-ups per week | 119.22 | 21.04 | 140.26 | 50.75 | 21.75 | 212.76 | per month |
| | 4 pick-ups per week | 151.70 | 26.77 | 178.47 | 67.67 | 29.00 | 275.14 | per month |
| | 5 pick-ups per week | 172.08 | 30.37 | 202.45 | 84.59 | 36.25 | 323.29 | per month |
| | 6 pick-up per week | 199.71 | 35.24 | 234.95 | 101.50 | 43.50 | 379.96 | per month |
| 4d. | 1.5 Cubic Yard Bin (standalone) | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | 1 pick-up per week | 57.82 | 10.20 | 68.03 | 25.38 | 10.88 | 104.28 | per month |
| | 2 pick-ups per week | 81.43 | 14.37 | 95.81 | 50.75 | 21.75 | 168.31 | per month |
| | 3 pick-ups per week | 97.92 | 17.28 | 115.20 | 76.13 | 32.63 | 223.96 | per month |
| | 4 pick-ups per week | 122.93 | 21.69 | 144.62 | 101.50 | 43.50 | 289.63 | per month |
| | 5 pick-ups per week | 135.19 | 23.86 | 159.05 | 126.88 | 54.38 | 340.30 | per month |
| | 6 pick-up per week | 155.08 | 27.37 | 182.45 | 152.26 | 65.25 | 399.95 | per month |
| 4e. | 2 Cubic Yard Bin (standalone) | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | 1 pick-up per week | 52.22 | 9.21 | 61.43 | 33.83 | 14.50 | 109.77 | per month |
| | 2 pick-ups per week | 68.42 | 12.07 | 80.50 | 67.67 | 29.00 | 177.17 | per month |
| | 3 pick-ups per week | 77.13 | 13.61 | 90.74 | 101.50 | 43.50 | 235.74 | per month |
| | 4 pick-ups per week | 94.80 | 16.73 | 111.53 | 135.34 | 58.00 | 304.87 | per month |
| | 5 pick-ups per week | 99.06 | 17.48 | 116.54 | 169.17 | 72.50 | 358.21 | per month |
| | 6 pick-up per week | 111.35 | 19.65 | 130.99 | 203.01 | 87.00 | 421.00 | per month |

## 5. Commercial and Multi-Family Co-collected Food Scraps and Yard Trimmings

*Note: Co-collected Food Scraps and Yard Trimmings will only be collected in 35-gal, 65-gal, 1-yard, 1.5 yard, and 2-yard containers. Co-collected Food Scraps and Yard Trimmings will **not** be collected as part of*

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 5a. | 35-gallon Cart | Labor + | Fuel = | Total Collection + | Composting + | Disposal = | Total | |
| | 1 pick-up per week | 34.44 | 6.08 | 40.52 | 2.93 | 1.26 | 44.70 | per month |
| | 2 pick-ups per week | 54.21 | 9.57 | 63.78 | 5.86 | 2.51 | 72.15 | per month |
| | 3 pick-ups per week | 70.93 | 12.52 | 83.44 | 8.79 | 3.77 | 96.01 | per month |
| | 4 pick-ups per week | 91.30 | 16.11 | 107.41 | 11.72 | 5.02 | 124.16 | per month |
| | 5 pick-ups per week | 106.20 | 18.74 | 124.95 | 14.66 | 6.28 | 145.88 | per month |
| | 6 pick-up per week | 124.38 | 21.95 | 146.33 | 17.59 | 7.54 | 171.46 | per month |
| 5b. | 65 Gallon Cart | Labor + | Fuel = | Total Collection + | Composting + | Disposal = | Total | |
| | 1 pick-up per week | 33.39 | 5.89 | 39.28 | 5.44 | 2.33 | 47.06 | per month |
| | 2 pick-ups per week | 51.34 | 9.06 | 60.40 | 10.89 | 4.67 | 75.95 | per month |
| | 3 pick-ups per week | 66.07 | 11.66 | 77.73 | 16.33 | 7.00 | 101.06 | per month |
| | 4 pick-ups per week | 84.65 | 14.94 | 99.59 | 21.77 | 9.33 | 130.69 | per month |
| | 5 pick-ups per week | 97.48 | 17.20 | 114.68 | 27.22 | 11.67 | 153.56 | per month |
| | 6 pick-up per week | 113.75 | 20.07 | 133.82 | 32.66 | 14.00 | 180.48 | per month |
| 5c. | 1 Cubic Yard Bin (standalone) | Labor + | Fuel = | Total Collection + | Composting + | Disposal = | Total | |
| | 1 pick-up per week | 63.66 | 11.23 | 74.90 | 16.92 | 7.25 | 99.07 | per month |
| | 2 pick-ups per week | 94.82 | 16.73 | 111.56 | 33.83 | 14.50 | 159.89 | per month |
| | 3 pick-ups per week | 119.22 | 21.04 | 140.26 | 50.75 | 21.75 | 212.76 | per month |
| | 4 pick-ups per week | 151.70 | 26.77 | 178.47 | 67.67 | 29.00 | 275.14 | per month |
| | 5 pick-ups per week | 172.08 | 30.37 | 202.45 | 84.59 | 36.25 | 323.29 | per month |
| | 6 pick-up per week | 199.71 | 35.24 | 234.95 | 101.50 | 43.50 | 379.96 | per month |
| 5d. | 1.5 Cubic Yard Bin (standalone) | Labor + | Fuel = | Total Collection + | Composting + | Disposal = | Total | |
| | 1 pick-up per week | 57.82 | 10.20 | 68.03 | 25.38 | 10.88 | 104.28 | per month |
| | 2 pick-ups per week | 81.43 | 14.37 | 95.81 | 50.75 | 21.75 | 168.31 | per month |
| | 3 pick-ups per week | 97.92 | 17.28 | 115.20 | 76.13 | 32.63 | 223.96 | per month |
| | 4 pick-ups per week | 122.93 | 21.69 | 144.62 | 101.50 | 43.50 | 289.63 | per month |
| | 5 pick-ups per week | 135.19 | 23.86 | 159.05 | 126.88 | 54.38 | 340.30 | per month |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 6 pick-up per week | 155.08 | 27.37 | 182.45 | 152.26 | 65.25 | 399.95 | per month |
| 5e. | 2 Cubic Yard Bin (standalone) | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | 1 pick-up per week | 52.22 | 9.21 | 61.43 | 33.83 | 14.50 | 109.77 | per month |
| | 2 pick-ups per week | 68.42 | 12.07 | 80.50 | 67.67 | 29.00 | 177.17 | per month |
| | 3 pick-ups per week | 77.13 | 13.61 | 90.74 | 101.50 | 43.50 | 235.74 | per month |
| | 4 pick-ups per week | 94.80 | 16.73 | 111.53 | 135.34 | 58.00 | 304.87 | per month |
| | 5 pick-ups per week | 99.06 | 17.48 | 116.54 | 169.17 | 72.50 | 358.21 | per month |
| | 6 pick-up per week | 111.35 | 19.65 | 130.99 | 203.01 | 87.00 | 421.00 | per month |

ATTACHMENT D

Maximum Rates To Be Charged

Fill in the rates proposed as the maximum rates to customers for MSW service assuming that all Commercial and Multi-family Divertible Materials (i.e. Single-stream Recyclables, Food Scraps and Yard Trimmings) ***will be provided at a collection rate that is half the cost of equivalent MSW service***. MSW rates may include any costs that are not recovered by offering Divertible Materials collection programs at the 50% reduced rate as requested by the City. Rates must be broken down to show the collection cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 14 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs.

**Rates must be submitted in 2024 dollars.**

**This form will become an attachment to the final contract.**

**6. Commercial and Multi-Family MSW Route Service - MSW Hauled directly to the landfill**

| | | Collection Component (85% Labor and 15% Fuel) | | | Disposal Component | | |
|---|---|---|---|---|---|---|---|
| 6a. | 35 gallon cart | Labor + | Fuel = | Total Collection + | Disposal = | Total | |
| | 1 pick-up per week | 74.50 | 13.15 | 87.64 | 1.76 | 89.41 | per month |
| | 2 pick-ups per week | 119.66 | 21.12 | 140.78 | 3.52 | 144.30 | per month |
| | 3 pick-ups per week | 158.72 | 28.01 | 186.73 | 5.29 | 192.01 | per month |
| | 4 pick-ups per week | 205.08 | 36.19 | 241.27 | 7.05 | 248.32 | per month |
| | 5 pick-ups per week | 240.51 | 42.44 | 282.96 | 8.81 | 291.77 | per month |
| | 6 pick-up per week | 282.49 | 49.85 | 332.34 | 10.57 | 342.91 | per month |
| 6b. | 65 Gallon Cart | Labor + | Fuel = | Total Collection + | Disposal = | Total | |
| | 1 pick-up per week | 77.21 | 13.63 | 90.84 | 3.27 | 94.11 | per month |
| | 2 pick-ups per week | 123.55 | 21.80 | 145.35 | 6.54 | 151.90 | per month |
| | 3 pick-ups per week | 163.46 | 28.85 | 192.30 | 9.82 | 202.12 | per month |
| | 4 pick-ups per week | 211.05 | 37.24 | 248.30 | 13.09 | 261.39 | per month |
| | 5 pick-ups per week | 247.15 | 43.61 | 290.76 | 16.36 | 307.12 | per month |
| | 6 pick-up per week | 290.13 | 51.20 | 341.33 | 19.63 | 360.96 | per month |
| 6c. | 95 Gallon Cart | Labor + | Fuel = | Total Collection + | Disposal = | Total | |
| | 1 pick-up per week | 80.14 | 14.14 | 94.28 | 4.78 | 99.07 | per month |
| | 2 pick-ups per week | 127.78 | 22.55 | 150.33 | 9.56 | 159.89 | per month |
| | 3 pick-ups per week | 168.65 | 29.76 | 198.41 | 14.35 | 212.76 | per month |
| | 4 pick-ups per week | 217.61 | 38.40 | 256.02 | 19.13 | 275.14 | per month |
| | 5 pick-ups per week | 254.47 | 44.91 | 299.38 | 23.91 | 323.29 | per month |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 6 pick-up per week | 298.57 | | 52.69 | | 351.26 | | 28.69 | | 379.96 | per month |
| 6d. | 1 Cubic Yard Bin (standalone or half of 2-yard split bin) | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | 1 pick-up per week | 159.77 | | 28.19 | | 187.96 | | 10.17 | | 198.13 | per month |
| | 2 pick-ups per week | 254.53 | | 44.92 | | 299.45 | | 20.34 | | 319.78 | per month |
| | 3 pick-ups per week | 335.76 | | 59.25 | | 395.01 | | 30.50 | | 425.52 | per month |
| | 4 pick-ups per week | 433.17 | | 76.44 | | 509.62 | | 40.67 | | 550.29 | per month |
| | 5 pick-ups per week | 506.37 | | 89.36 | | 595.74 | | 50.84 | | 646.58 | per month |
| | 6 pick-up per week | 594.07 | | 104.84 | | 698.90 | | 61.01 | | 759.91 | per month |
| 6e. | 1.5 Cubic Yard Bin (standalone or half of 3-yard split bin) | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | 1 pick-up per week | 164.31 | | 29.00 | | 193.31 | | 15.25 | | 208.56 | per month |
| | 2 pick-ups per week | 260.19 | | 45.92 | | 306.11 | | 30.50 | | 336.62 | per month |
| | 3 pick-ups per week | 341.83 | | 60.32 | | 402.15 | | 45.76 | | 447.91 | per month |
| | 4 pick-ups per week | 440.51 | | 77.74 | | 518.24 | | 61.01 | | 579.25 | per month |
| | 5 pick-ups per week | 513.69 | | 90.65 | | 604.34 | | 76.26 | | 680.61 | per month |
| | 6 pick-up per week | 602.13 | | 106.26 | | 708.39 | | 91.51 | | 799.91 | per month |
| 6f. | 2 Cubic Yard Bin (standalone or half of 4-yard split bin) | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | 1 pick-up per week | 169.32 | | 29.88 | | 199.20 | | 20.34 | | 219.54 | per month |
| | 2 pick-ups per week | 266.61 | | 47.05 | | 313.66 | | 40.67 | | 354.33 | per month |
| | 3 pick-ups per week | 348.90 | | 61.57 | | 410.48 | | 61.01 | | 471.49 | per month |
| | 4 pick-ups per week | 449.13 | | 79.26 | | 528.39 | | 81.35 | | 609.74 | per month |
| | 5 pick-ups per week | 522.53 | | 92.21 | | 614.75 | | 101.68 | | 716.43 | per month |
| | 6 pick-up per week | 611.99 | | 108.00 | | 719.99 | | 122.02 | | 842.01 | per month |
| 6g. | 3 Cubic Yard Bin | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | 1 pick-up per week | 170.50 | | 30.09 | | 200.59 | | 30.50 | | 231.09 | per month |
| | 2 pick-ups per week | 265.18 | | 46.80 | | 311.97 | | 61.01 | | 372.98 | per month |
| | 3 pick-ups per week | 344.07 | | 60.72 | | 404.79 | | 91.51 | | 496.30 | per month |
| | 4 pick-ups per week | 441.84 | | 77.97 | | 519.81 | | 122.02 | | 641.83 | per month |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 5 pick-ups per week | 511.37 | 90.24 | 601.61 | 152.52 | 754.13 | per month |
| | 6 pick-up per week | 597.60 | 105.49 | 703.30 | 183.03 | 886.32 | per month |
| 6h. | **4 Cubic Yard Bin** | **Labor** | + **Fuel** | = **Total Collection** | + **Disposal** | = **Total** | |
| | 1 pick-up per week | 214.11 | 37.78 | 251.90 | 40.67 | 292.57 | per month |
| | 2 pick-ups per week | 337.67 | 59.59 | 397.25 | 81.35 | 478.60 | per month |
| | 3 pick-ups per week | 437.49 | 77.20 | 514.69 | 122.02 | 636.71 | per month |
| | 4 pick-ups per week | 568.36 | 100.30 | 668.66 | 162.69 | 831.35 | per month |
| | 5 pick-ups per week | 658.29 | 116.17 | 774.46 | 203.36 | 977.82 | per month |
| | 6 pick-up per week | 771.86 | 136.21 | 908.07 | 244.04 | 1,152.11 | per month |
| 6i. | **6 Cubic Yard Bin** | **Labor** | + **Fuel** | = **Total Collection** | + **Disposal** | = **Total** | |
| | 1 pick-up per week | 339.82 | 59.97 | 399.79 | 61.01 | 460.80 | per month |
| | 2 pick-ups per week | 537.01 | 94.77 | 631.78 | 122.02 | 753.80 | per month |
| | 3 pick-ups per week | 696.82 | 122.97 | 819.79 | 183.03 | 1,002.81 | per month |
| | 4 pick-ups per week | 905.54 | 159.80 | 1,065.34 | 244.04 | 1,309.38 | per month |
| | 5 pick-ups per week | 1,049.77 | 185.25 | 1,235.02 | 305.05 | 1,540.07 | per month |
| | 6 pick-up per week | 1,231.24 | 217.28 | 1,448.52 | 366.06 | 1,814.58 | per month |

ATTACHMENT D

Maximum Rates To Be Charged

Fill in the rates proposed as the maximum rates to customers below for each level of service. Where requested, rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 14 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

Instructions for Submittal of Revised Proposal Form 29. Revisions included as Addendum 2 are marked in RED text in Sections 12-17 below. Please replace the tab titled '7-17.Compactor and RO' from the original Proposal Form 29 with this revised tab titled '7-17. Compactor and RO REVISED'. Delete the old tab titled '7-17. Compactor and RO'. Enter the required rates into the revised tab and submit with the proposal.

Rates must be submitted in 2024 dollars.

This form will become an attachment to the final contract.

Note: In completing the rates for Sections 7-11, Proposers shall use the assumed weights for roll-off boxes and compactors listed in Table 4 of the 'Assumptions' ta

7. Permanent Compactor and Roll-Off Box Single-Material Recycling Service or Single-stream Recycling Service

| | | Collection Component (85% Labor and 15% Fuel | | | Processing | Residue Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 7a. | 3 Cu. Yd. Compactor | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | On-call or Scheduled Service | 127.87 | 22.57 | 150.44 | 9.09 | 2.79 | 162.32 | per pull |
| 7b. | 4 Cu. Yd. Compactor | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | On-call or Scheduled Service | 160.59 | 28.34 | 188.92 | 27.95 | 3.72 | 220.60 | per pull |
| 7c. | 6 Cu. Yd. Compactor | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | On-call or Scheduled Service | 254.87 | 44.98 | 299.84 | 41.93 | 5.58 | 347.36 | per pull |
| 7d. | 10 Cu. Yd. Compactor | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 175.46 | 9.30 | 397.30 | per pull |
| 7e. | 20 Cu. Yd. Compactor | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 166.16 | 18.60 | 397.30 | per pull |
| 7f. | 25 Cu. Yd. Compactor | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 159.13 | 25.64 | 397.30 | per pull |

| | | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|---|
| 7g. | 30 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 156.86 | 27.91 | 397.30 | per pull |
| 7h. | 40 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 147.56 | 37.21 | 397.30 | per pull |
| 7i. | 10 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 181.67 | 3.10 | 377.98 | per pull |
| 7j. | 20 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 166.16 | 18.60 | 377.98 | per pull |
| 7k. | 25 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 159.13 | 25.64 | 377.98 | per pull |
| 7l. | 30 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 156.86 | 27.91 | 377.98 | per pull |
| 7m. | 40 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 147.56 | 37.21 | 377.98 | per pull |

**8. Permanent Compactor and Roll-Off Box - Source Separated Food Scraps**

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residue Disposal | | |
|---|---|---|---|---|---|---|---|---|
| | | Labor | + Fuel | = Total Collection | + Composting or Co-digestion | + Disposal | = Total | |
| 8a. | 3 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 127.87 | 22.57 | 150.44 | 5.18 | 6.70 | 162.32 | per pull |
| 8b. | 4 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 160.59 | 28.34 | 188.92 | 22.74 | 8.93 | 220.60 | per pull |
| 8c. | 6 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 254.87 | 44.98 | 299.84 | 34.12 | 13.40 | 347.36 | per pull |

| | | Labor | + Fuel | = Total Collection | + Composting or Co-digestion | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|---|
| 8d. | 10 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 162.44 | 22.33 | 397.30 | per pull |
| 8e. | 20 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 140.11 | 44.65 | 397.30 | per pull |
| 8f. | 25 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 128.95 | 55.81 | 397.30 | per pull |
| 8g. | 30 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 117.79 | 66.98 | 397.30 | per pull |
| 8h. | 40 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 95.46 | 89.30 | 397.30 | per pull |
| 8i. | 10 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 162.44 | 22.33 | 377.98 | per pull |
| 8j. | 20 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 140.11 | 44.65 | 377.98 | per pull |
| 8k. | 25 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 128.95 | 55.81 | 377.98 | per pull |
| 8l. | 30 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 117.79 | 66.98 | 377.98 | per pull |
| 8m. | 40 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 95.46 | 89.30 | 377.98 | per pull |

9. Permanent Compactor and Roll-Off Box - Source Separated Yard Trimmings

| | Collection Component (85% Labor and 15% Fuel) | Processing | Residue Disposal | |
|---|---|---|---|---|
| | | | | |

| | | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|---|
| 9a. | 3 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 127.87 | 22.57 | 150.44 | 5.18 | 6.70 | 162.32 | per pull |
| 9b. | 4 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 160.59 | 28.34 | 188.92 | 24.98 | 6.70 | 220.60 | per pull |
| 9c. | 6 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 254.87 | 44.98 | 299.84 | 34.12 | 13.40 | 347.36 | per pull |
| 9d. | 10 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 162.44 | 22.33 | 397.30 | per pull |
| 9e. | 20 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 140.11 | 44.65 | 397.30 | per pull |
| 9f. | 25 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 128.95 | 55.81 | 397.30 | per pull |
| 9g. | 30 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 117.79 | 66.98 | 397.30 | per pull |
| 9h. | 40 Cu. Yd. Compactor | | | | | | | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 95.46 | 89.30 | 397.30 | per pull |
| 9i. | 10 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 162.44 | 22.33 | 377.98 | per pull |
| 9j. | 20 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 140.11 | 44.65 | 377.98 | per pull |
| 9k. | 25 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 128.95 | 55.81 | 377.98 | per pull |
| 9l. | 30 Cu. Yd. Roll Off Box | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 117.79 | 66.98 | 377.98 | per pull |
| 9m. | 40 Cu. Yd. Roll Off Box | Labor | + Fuel | = Total Collection | + Composting □ | + Disposal | = Total | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 95.46 | 89.30 | 377.98 | per pull |

**10. Permanent Compactor and Roll-Off Box - Co-collected Food Scraps and Yard Trimmings**

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residue Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 10a. | 3 Cu. Yd. Compactor | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | On-call or Scheduled Service | 127.87 | 22.57 | 150.44 | 5.18 | 6.70 | 162.32 | per pull |
| 10b. | 4 Cu. Yd. Compactor | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | On-call or Scheduled Service | 160.59 | 28.34 | 188.92 | 22.74 | 8.93 | 220.60 | per pull |
| 10c. | 6 Cu. Yd. Compactor | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | On-call or Scheduled Service | 254.87 | 44.99 | 299.84 | 34.12 | 13.40 | 347.36 | per pull |
| 10d. | 10 Cu. Yd. Compactor | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 162.44 | 22.33 | 397.30 | per pull |
| 10e. | 20 Cu. Yd. Compactor | Labor | + Fuel | = Total Collection | + Composting □ | + Disposal | = Total | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 140.11 | 44.65 | 397.30 | per pull |
| 10f. | 25 Cu. Yd. Compactor | Labor | + Fuel | = Total Collection | + Composting □ | + Disposal | = Total | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 128.95 | 55.81 | 397.30 | per pull |
| 10g. | 30 Cu. Yd. Compactor | Labor | + Fuel | = Total Collection | + Composting□ | + Disposal | = Total | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 117.79 | 66.98 | 397.30 | per pull |
| 10h. | 40 Cu. Yd. Compactor | Labor | + Fuel | = Total Collection | + Composting□ | + Disposal | = Total | |
| | On-call or Scheduled Service | 180.66 | 31.88 | 212.54 | 95.46 | 89.30 | 397.30 | per pull |
| 10i. | 10 Cu. Yd. Roll Off Box | Labor | + Fuel | = Total Collection | + Composting□ | + Disposal | = Total | |

| | | Labor | + Fuel | = Total Collection | + Composting | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|---|
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 162.44 | 22.33 | 377.98 | per pull |
| 10j. | 20 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 140.11 | 44.65 | 377.98 | per pull |
| 10k. | 25 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 126.95 | 55.81 | 377.98 | per pull |
| 10l. | 30 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 117.79 | 66.98 | 377.98 | per pull |
| 10m. | 40 Cu. Yd. Roll Off Box | | | | | | | |
| | On-call or Scheduled Service | 164.23 | 28.98 | 193.22 | 95.46 | 89.30 | 377.98 | per pull |

## 11. Permanent Compactor and Roll-Off Box for Direct Haul to Landfill Service

| | | Collection Component (85% Labor and 15% Fuel) | | | Disposal Component | | |
|---|---|---|---|---|---|---|---|
| | | Labor + | Fuel = | Total Collection + | Disposal = | Total | |
| 11a. | 3 Cu. Yd. Compactor | | | | | | |
| | On-call or Scheduled Service | 255.75 | 45.13 | 300.88 | 23.76 | 324.63 | per pull |
| 11b. | 4 Cu. Yd. Compactor | | | | | | |
| | On-call or Scheduled Service | 321.17 | 56.68 | 377.85 | 63.35 | 441.20 | per pull |
| 11c. | 6 Cu. Yd. Compactor | | | | | | |
| | On-call or Scheduled Service | 509.73 | 89.95 | 599.69 | 95.02 | 694.71 | per pull |
| 11d. | 10 Cu. Yd. Compactor | | | | | | |
| | On-call or Scheduled Service | 361.31 | 63.76 | 425.08 | 369.53 | 794.61 | per pull |
| 11e. | 20 Cu. Yd. Compactor | | | | | | |
| | On-call or Scheduled Service | 361.31 | 63.76 | 425.08 | 369.53 | 794.61 | per pull |
| 11f. | 25 Cu. Yd. Compactor | | | | | | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | On-call or Scheduled Service | 361.31 | | 63.76 | | 425.08 | | 369.53 | | 794.61 | per pull |
| 11g. | 30 Cu. Yd. Compactor | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | On-call or Scheduled Service | 361.31 | | 63.76 | | 425.08 | | 369.53 | | 794.61 | per pull |
| 11h. | 40 Cu. Yd. Compactor | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | On-call or Scheduled Service | 361.31 | | 63.76 | | 425.08 | | 369.53 | | 794.61 | per pull |
| 11i. | 10 Cu. Yd. Roll Off Box | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | On-call or Scheduled Service | 328.47 | | 57.96 | | 386.43 | | 369.53 | | 755.96 | per pull |
| 11j. | 20 Cu. Yd. Roll Off Box | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | On-call or Scheduled Service | 328.47 | | 57.96 | | 386.43 | | 369.53 | | 755.96 | per pull |
| 11k. | 25 Cu. Yd. Roll Off Box | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | On-call or Scheduled Service | 328.47 | | 57.96 | | 386.43 | | 369.53 | | 755.96 | per pull |
| 11l. | 30 Cu. Yd. Roll Off Box | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | On-call or Scheduled Service | 328.47 | | 57.96 | | 386.43 | | 369.53 | | 755.96 | per pull |
| 11m. | 40 Cu. Yd. Roll Off Box | Labor | + | Fuel | = | Total Collection | + | Disposal | = | Total | |
| | On-call or Scheduled Service | 328.47 | | 57.96 | | 386.43 | | 369.53 | | 755.96 | per pull |

12. Temporary Bin and Roll-Off Bin Divertible Service - Single-Material Recyclables and Single-Stream Recyclables

| | | Collection Component (85% Labor and 15% Fuel) | | | | Processing | | Residual Disposal | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 12a. | 2 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + | Clean MRF | + | Disposal | = | Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | | 4.78 | | 1.24 | | 147.09 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | | 4.78 | | 1.24 | | 147.09 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | | 4.78 | | 1.24 | | 147.09 | per pull |
| | Other: | 119.91 | 21.16 | 141.07 | | 4.78 | | 1.24 | | 147.09 | per pull |
| 12b. | 3 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + | Clean MRF | + | Disposal | = | Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | | 7.16 | | 1.86 | | 150.10 | per pull |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 7.16 | 1.86 | 150.10 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 7.16 | 1.86 | 150.10 | per pull |
| | Other: | 119.91 | 21.16 | 141.07 | 7.16 | 1.86 | 150.10 | per pull |
| 12c. | 4 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 9.55 | 2.48 | 153.11 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 9.55 | 2.48 | 153.11 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 9.55 | 2.48 | 153.11 | per pull |
| | Other: | 119.91 | 21.16 | 141.07 | 9.55 | 2.48 | 153.11 | per pull |
| 12d. | 6 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 14.33 | 3.72 | 159.12 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 14.33 | 3.72 | 159.12 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 14.33 | 3.72 | 159.12 | per pull |
| | Other: | 119.91 | 21.16 | 141.07 | 14.33 | 3.72 | 159.12 | per pull |
| 12e. | 10 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 162.26 | 6.20 | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 162.26 | 6.20 | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 162.26 | 6.20 | 361.67 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 162.26 | 6.20 | 361.67 | per pull |
| 12f. | 20 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| 12g. | 25 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| 12h. | 30 Cubic Yard Roll-Off | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| 12i. | 40 Cubic Yard Roll-Off | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 167.84 | 0.62 | 361.67 | per pull |

13. Temporary Bin and Roll-Off Bin Divertible Service - Source-separated Food Scraps

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 13a. | 2 Cubic Yard Bin | Labor + | Fuel = | Total Collection + | Compost or Co-digestion + | Disposal = | Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 3.04 | 2.98 | 147.09 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 3.04 | 2.98 | 147.09 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 3.04 | 2.98 | 147.09 | per pull |
| | Other: | 119.91 | 21.16 | 141.07 | 3.04 | 2.98 | 147.09 | per pull |
| 13b. | 3 Cubic Yard Bin | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 4.56 | 4.47 | 150.10 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 4.56 | 4.47 | 150.10 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 4.56 | 4.47 | 150.10 | per pull |
| | Other: | 119.91 | 21.16 | 141.07 | 4.56 | 4.47 | 150.10 | per pull |

| 13c. 4 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 6.08 | 5.95 | 153.11 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 6.08 | 5.95 | 153.11 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 6.08 | 5.95 | 153.11 | per pull |
| Other: | 119.91 | 21.16 | 141.07 | 6.08 | 5.95 | 153.11 | per pull |

| 13d. 6 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Sar Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 12.10 | 5.95 | 159.12 | per pull |
| We Weekly (i.e. Monday collection, with the collection again on th | 119.91 | 21.16 | 141.07 | 12.10 | 5.95 | 159.12 | per pull |
| We Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 12.10 | 5.95 | 159.12 | per pull |
| Other: | 119.91 | 21.16 | 141.07 | 12.10 | 5.95 | 159.12 | per pull |

| 13e. 10 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

| 13f. 20 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

| 13g. 25 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| 13h. | 30 Cubic Yard Roll-Off | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | 7.00 | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| 13i. | 40 Cubic Yard Roll-Off | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

## 14. Temporary Bin and Roll-Off Bin Divertible Service - Source-separated Yard Trimmings

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 14a. | 2 Cubic Yard Bin | Labor + | Fuel = | Total Collection + | Compost + | Disposal = | Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 3.04 | 2.98 | 147.09 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 3.04 | 2.98 | 147.09 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 3.04 | 2.98 | 147.09 | per pull |
| | Other: | 119.91 | 21.16 | 141.07 | 3.04 | 2.98 | 147.09 | per pull |
| 14b. | 3 Cubic Yard Bin | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 4.56 | 4.47 | 150.10 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 4.56 | 4.47 | 150.10 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 4.56 | 4.47 | 150.10 | per pull |
| | Other: | 119.91 | 21.16 | 141.07 | 4.56 | 4.47 | 150.10 | per pull |
| 14c. | 4 Cubic Yard Bin | Labor + | Fuel = | Total Collection + | Clean MRF + | Disposal = | Total | |
| | Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 6.08 | 5.95 | 153.11 | per pull |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 6.08 | 5.95 | 153.11 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 6.08 | 5.95 | 153.11 | per pull |
| Other: | 119.91 | 21.16 | 141.07 | 6.08 | 5.95 | 153.11 | per pull |

| 14d. | 6 Cubic Yard Bin | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Same day (same day collection service) | 119.91 | | 21.16 | | 141.07 | | 9.12 | | 8.93 | | 159.12 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | | 21.16 | | 141.07 | | 9.12 | | 8.93 | | 159.12 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | | 21.16 | | 141.07 | | 9.12 | | 8.93 | | 159.12 | per pull |
| | Other: | 119.91 | | 21.16 | | 141.07 | | 9.12 | | 8.93 | | 159.12 | per pull |

| 14e. | 10 Cubic Yard Roll-Off | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Same day (same day collection service) | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Other: | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |

| 14f. | 20 Cubic Yard Roll-Off | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Same day (same day collection service) | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Other: | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |

| 14g. | 25 Cubic Yard Roll-Off | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Same day (same day collection service) | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Other: | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |

| 14h. | 30 Cubic Yard Roll-Off | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

| 14l. | 40 Cubic Yard Roll-Off | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Same day (same day collection service) | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |
| | Other: | 164.23 | | 28.98 | | 193.22 | | 64.27 | | 104.19 | | 361.67 | per pull |

## 15. Temporary Bin and Roll-Off Bin Divertible Service - Co-collected Food Scraps and Yard Trimmings

| | | Collection Component (85% Labor and 15% Fuel | | | | | Processing | | Residual Disposal | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 15a. | 2 Cubic Yard Bin | Labor | + | Fuel | = | Total Collection | + | Compost | + | Disposal | = | Total | |
| | Same day (same day collection service) | 119.91 | | 21.16 | | 141.07 | | 3.04 | | 2.98 | | 147.09 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | | 21.16 | | 141.07 | | 3.04 | | 2.98 | | 147.09 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | | 21.16 | | 141.07 | | 3.04 | | 2.98 | | 147.09 | per pull |
| | Other: | 119.91 | | 21.16 | | 141.07 | | 3.04 | | 2.98 | | 147.09 | per pull |

| 15b. | 3 Cubic Yard Bin | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Same day (same day collection service) | 119.91 | | 21.16 | | 141.07 | | 4.56 | | 4.47 | | 150.10 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | | 21.16 | | 141.07 | | 4.56 | | 4.47 | | 150.10 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | | 21.16 | | 141.07 | | 4.56 | | 4.47 | | 150.10 | per pull |
| | Other: | 119.91 | | 21.16 | | 141.07 | | 4.56 | | 4.47 | | 150.10 | per pull |

| 15c. | 4 Cubic Yard Bin | Labor | + | Fuel | = | Total Collection | + | Clean MRF | + | Disposal | = | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Same day (same day collection service) | 119.91 | | 21.16 | | 141.07 | | 6.08 | | 5.95 | | 153.11 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | | 21.16 | | 141.07 | | 6.08 | | 5.95 | | 153.11 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 119.91 | | 21.16 | | 141.07 | | 6.08 | | 5.95 | | 153.11 | per pull |
| | Other: | 119.91 | | 21.16 | | 141.07 | | 6.08 | | 5.95 | | 153.11 | per pull |

| 15d. 6 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 119.91 | 21.16 | 141.07 | 9.12 | 8.93 | 159.12 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 119.91 | 21.16 | 141.07 | 9.12 | 8.93 | 159.12 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 119.91 | 21.16 | 141.07 | 9.12 | 8.93 | 159.12 | per pull |
| Other: | 119.91 | 21.16 | 141.07 | 9.12 | 8.93 | 159.12 | per pull |

| 15e. 10 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

| 15f. 20 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

| 15g. 25 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

| 15h. 30 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
|---|---|---|---|---|---|---|---|
| Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| 15i. | 40 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 64.27 | 104.19 | 361.67 | per pull |

**16. Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Mixed C&D Processing**

| | | Collection Component (85% Labor and 15% Fuel | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| 16a. | 2 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Mixed C&D Processing | + Disposal | = Total | |
| | Same day (same day collection service) | 239.83 | 42.32 | 282.15 | 25.09 | 1.86 | 309.10 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 239.83 | 42.32 | 282.15 | 25.09 | 1.86 | 309.10 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 239.83 | 42.32 | 282.15 | 25.09 | 1.86 | 309.10 | per pull |
| | Other: | 239.83 | 42.32 | 282.15 | 25.09 | 1.86 | 309.10 | per pull |
| 16b. | 3 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 239.83 | 42.32 | 282.15 | 37.64 | 2.79 | 322.58 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 239.83 | 42.32 | 282.15 | 37.64 | 2.79 | 322.58 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 239.83 | 42.32 | 282.15 | 37.64 | 2.79 | 322.58 | per pull |
| | Other: | 239.83 | 42.32 | 282.15 | 37.64 | 2.79 | 322.58 | per pull |
| 16c. | 4 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 239.83 | 42.32 | 282.15 | 50.19 | 3.72 | 336.05 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 239.83 | 42.32 | 282.15 | 50.19 | 3.72 | 336.05 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 239.83 | 42.32 | 282.15 | 50.19 | 3.72 | 336.05 | per pull |
| | Other: | 239.83 | 42.32 | 282.15 | 50.19 | 3.72 | 336.05 | per pull |
| 16d. | 6 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 239.83 | 42.32 | 282.15 | 75.28 | 5.58 | 363.01 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 239.83 | 42.32 | 282.15 | 75.28 | 5.58 | 363.01 | per pull |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Weekend (i.e. collection on Saturday or Sunday) | 239.83 | 42.32 | 282.15 | 75.28 | 5.58 | 363.01 | per pull |
| | Other: | 239.83 | 42.32 | 282.15 | 75.28 | 5.58 | 363.01 | per pull |
| 16e. | 10 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| 16f. | 20 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| 16g. | 25 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| 16h. | 30 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| | Other: | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| 16i. | 40 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| | Dai Same day (same day collection service) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| WeWeekly (i.e. Monday collection, with the collection again on th | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| WeWeekend (i.e. collection on Saturday or Sunday) | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |
| Other: | 164.23 | 28.98 | 193.22 | 585.53 | 65.06 | 843.80 | per pull |

17. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Direct to Landfill Service

| | | Collection Component (85% Labor and 15% Fuel) | | | | Disposal Component | | |
|---|---|---|---|---|---|---|---|---|
| 17a. | 2 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + | Disposal | = | Total |
| | Same day (same day collection service) | 239.83 | 42.32 | 282.15 | | 12.03 | 294.18 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 239.83 | 42.32 | 282.15 | | 12.03 | 294.18 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 239.83 | 42.32 | 282.15 | | 12.03 | 294.18 | per pull |
| | Other: | 239.83 | 42.32 | 282.15 | | 12.03 | 294.18 | per pull |
| 17b. | 3 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + | Disposal | = | Total |
| | Same day (same day collection service) | 239.83 | 42.32 | 282.15 | | 18.05 | 300.20 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 239.83 | 42.32 | 282.15 | | 18.05 | 300.20 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 239.83 | 42.32 | 282.15 | | 18.05 | 300.20 | per pull |
| | Other: | 239.83 | 42.32 | 282.15 | | 18.05 | 300.20 | per pull |
| 17c. | 4 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + | Disposal | = | Total |
| | Same day (same day collection service) | 239.83 | 42.32 | 282.15 | | 24.07 | 306.21 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 239.83 | 42.32 | 282.15 | | 24.07 | 306.21 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 239.83 | 42.32 | 282.15 | | 24.07 | 306.21 | per pull |
| | Other: | 239.83 | 42.32 | 282.15 | | 24.07 | 306.21 | per pull |
| 17d. | 6 Cubic Yard Bin | Labor | + Fuel | = Total Collection | + | Disposal | = | Total |
| | Same day (same day collection service) | 239.83 | 42.32 | 282.15 | | 36.10 | 318.25 | per pull |
| | Weekly (i.e. Monday collection, with the collection again on the fol | 239.83 | 42.32 | 282.15 | | 36.10 | 318.25 | per pull |
| | Weekend (i.e. collection on Saturday or Sunday) | 239.83 | 42.32 | 282.15 | | 36.10 | 318.25 | per pull |
| | Other: | 239.83 | 42.32 | 282.15 | | 36.10 | 318.25 | per pull |

| 17e. 10 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Disposal | = Total | |
|---|---|---|---|---|---|---|
| Same day (same day collection service) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Other: | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |

| 17f. 20 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Disposal | = Total | |
|---|---|---|---|---|---|---|
| Same day (same day collection service) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Other: | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |

| 17g. 25 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Disposal | = Total | |
|---|---|---|---|---|---|---|
| Same day (same day collection service) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Other: | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |

| 17h. 30 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Disposal | = Total | |
|---|---|---|---|---|---|---|
| Same day (same day collection service) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Other: | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |

| 17i. 40 Cubic Yard Roll-Off | Labor | + Fuel | = Total Collection | + Disposal | = Total | |
|---|---|---|---|---|---|---|
| Same day (same day collection service) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekly (i.e. Monday collection, with the collection again on the fol | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Weekend (i.e. collection on Saturday or Sunday) | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |
| Other: | 328.47 | 57.96 | 386.43 | 336.92 | 723.35 | per pull |

ATTACHMENT D

Maximum Rates To Be Charged

Fill in the rates proposed as the maximum rates to customers below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 14 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. As the amount of material being collected and handled is increasingly shifting into diversion, providing diversion services at no charge is no longer feasible and therefore is not permitted in this form. The rate proposed for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials and food scraps must be 50% lower than the rate proposed for collection of MSW materials.

**Rates must be submitted in 2024 dollars.**

**This form will become an attachment to the final contract.**

**18. Special Event Service - Direct to Landfill MSW Service**

| | | Collection Component (85% Labor and 15% Fuel) | | | | Disposal Component | | Total | |
|---|---|---|---|---|---|---|---|---|---|
| | | Labor | + Fuel | = Total Collection | + | Disposal | = | | |
| 18a. | 35 gallon cart | 23.00 | 4.06 | 27.06 | | 1.04 | = | 28.10 | per container |
| 18b. | 65 gallon cart | 31.79 | 5.61 | 37.40 | | 1.94 | = | 39.34 | per container |
| 18c. | 95 gallon cart | 35.81 | 6.32 | 42.13 | | 2.83 | = | 44.96 | per container |
| 18d. | 1 Cu. Yard Bin (as half of split bin and as standalone) | 33.10 | 5.84 | 38.94 | | 6.02 | = | 44.96 | per container |
| 18e. | 1.5 Cu. Yard Bin (as half of split bin and as standalone) | 242.38 | 42.77 | 285.16 | | 9.02 | = | 294.18 | per container |
| 18f. | 2 Cu. Yard Bin (as half of split bin and as standalone) | 239.83 | 42.32 | 282.15 | | 12.03 | = | 294.18 | per container |
| 18g. | 3 Cu. Yard Bin (as half of split bin and as standalone) | 239.83 | 42.32 | 282.15 | | 18.05 | = | 300.20 | per container |
| 18h. | 4 Cu. Yard Bin | 239.83 | 42.32 | 282.15 | | 24.07 | = | 306.21 | per container |
| 18i. | 6 Cu. Yard Bin | 239.83 | 42.32 | 282.15 | | 36.10 | = | 318.25 | per container |
| 18j. | 10 Cu. Yd. Roll-off | 563.71 | 99.48 | 663.18 | | 60.16 | = | 723.35 | per pull |
| 18k. | 20 Cu. Yd. Roll-off | 512.57 | 90.45 | 603.02 | | 120.33 | = | 723.35 | per pull |
| 18l. | 25 Cu. Yd. Roll-off | 487.00 | 85.94 | 572.94 | | 150.41 | = | 723.35 | per pull |
| 18m. | 30 Cu. Yd. Roll-off | 461.43 | 81.43 | 542.86 | | 180.49 | = | 723.35 | per pull |
| 18n. | 40 Cu. Yd. Roll-off | 410.29 | 72.40 | 482.69 | | 240.65 | = | 723.35 | per pull |
| 18o. | 20 Cu. Yd. Compactor | 368.58 | 65.04 | 433.63 | | 360.98 | = | 794.61 | per pull |
| 18p. | 25 Cu. Yd. Compactor | 291.87 | 51.51 | 343.38 | | 451.23 | = | 794.61 | per pull |
| 18q. | 30 Cu. Yd. Compactor | 215.16 | 37.97 | 253.13 | | 541.47 | = | 794.61 | per pull |
| 18r. | 40 Cu. Yd. Compactor | 61.75 | 10.90 | 72.64 | | 721.96 | = | 794.61 | per pull |

## 19. Special Event Service - Single-Material Recyclables and Single-Stream Recyclables

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| | | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| 19a | 35 gallon cart | 22.54 | 3.98 | 26.52 | 0.14 | 0.04 | 26.70 | per contai |
| 19b. | 65 gallon cart | 31.48 | 5.56 | 37.04 | 0.27 | 0.07 | 37.37 | per contai |
| 19c. | 90 gallon cart | 35.91 | 6.34 | 42.25 | 0.37 | 0.09 | 42.71 | per contai |
| 19d. | 1 Cu. Yard Bin (as half of split bin and as standalone) | 35.43 | 6.25 | 41.68 | 0.83 | 0.21 | 42.71 | per contai |
| 19e. | 1.5 Cu. Yard Bin (as half of split bin and as standalone) | 236.23 | 41.69 | 277.92 | 1.24 | 0.31 | 279.47 | per contai |
| 19f. | 2 Cu. Yard Bin (as half of split bin and as standalone) | 235.79 | 41.61 | 277.40 | 1.65 | 0.41 | 279.47 | per contai |
| 19g. | 3 Cu. Yard Bin (as half of split bin and as standalone) | 239.77 | 42.31 | 282.09 | 2.48 | 0.62 | 285.19 | per contai |
| 19h. | 4 Cu. Yard Bin | 243.75 | 43.02 | 286.77 | 3.31 | 0.83 | 290.90 | per contai |
| 19i. | 6 Cu. Yard Bin | 251.71 | 44.42 | 296.13 | 4.96 | 1.24 | 302.33 | per contai |
| 19j. | 10 Cu. Yd. Roll-off | 575.32 | 101.53 | 676.84 | 8.27 | 2.07 | 687.18 | per pull |
| 19k. | 20 Cu. Yd. Roll-off | 566.53 | 99.98 | 666.51 | 16.54 | 4.13 | 687.18 | per pull |
| 19l. | 25 Cu. Yd. Roll-off | 562.14 | 99.20 | 661.34 | 20.67 | 5.17 | 687.18 | per pull |
| 19m. | 30 Cu. Yd. Roll-off | 557.75 | 98.43 | 656.17 | 24.81 | 6.20 | 687.18 | per pull |
| 19n. | 40 Cu. Yd. Roll-off | 548.96 | 96.88 | 645.84 | 33.08 | 8.27 | 687.18 | per pull |
| 19o. | 20 Cu. Yd. Compactor | 588.93 | 103.93 | 692.86 | 49.61 | 12.40 | 754.88 | per pull |
| 19p. | 25 Cu. Yd. Compactor | 575.75 | 101.60 | 677.36 | 62.02 | 15.50 | 754.88 | per pull |
| 19q. | 30 Cu. Yd. Compactor | 562.58 | 99.28 | 661.85 | 74.42 | 18.60 | 754.88 | per pull |
| 19r. | 40 Cu. Yd. Compactor | 536.22 | 94.63 | 630.85 | 99.23 | 24.81 | 754.88 | per pull |

## 20. Special Event Service - Source-separated Food Scraps

*Note: Food scraps will only be collected in 35-gal, 65-gal, 1-yard, 1.5 yard, and 2-yard containers. Food scraps will not be collected as part of split bin service.*

| | | Collection Component (85% Labor and 15% Fuel) | | | Processing | Residual Disposal | | |
|---|---|---|---|---|---|---|---|---|
| | | Labor | + Fuel | = Total Collection | + Clean MRF | + Disposal | = Total | |
| 20a. | 35 gallon cart | 54.58 | 9.63 | 64.22 | 2.58 | 0.64 | 67.44 | per contai |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 20b. | 65 gallon cart | 57.01 | 10.06 | 67.07 | 4.79 | 1.20 | 73.06 | per contai |
| 20c. | 1 Cu. Yard Bin (as half of split bin and as standalone) | 79.73 | 14.07 | 93.80 | 14.88 | 3.72 | 112.40 | per contai |
| 20d. | 1.5 Cu. Yard Bin (as half of split bin and as standalone) | 95.70 | 16.89 | 112.59 | 22.33 | 5.58 | 140.50 | per contai |
| 20e. | 2 Cu. Yard Bin (as half of split bin and as standalone) | 111.68 | 19.71 | 131.39 | 29.77 | 7.44 | 168.60 | per contai |

## 21. Emergency Service

| | | Collection Component (85% Labor and 15% Fuel) | | | | Disposal Component | | |
|---|---|---|---|---|---|---|---|---|
| | | Labor | + Fuel | = Total Collection | + | Disposal | = Total | |
| 21a. | 3 Cu. Yard Bin | 122.69 | 21.65 | 144.34 | | 31.01 | 175.35 | per contai |
| 21b. | 4 Cu. Yard Bin | 123.78 | 21.84 | 145.63 | | 41.34 | 186.97 | per contai |
| 21c. | 6 Cu. Yard Bin | 125.96 | 22.23 | 148.19 | | 62.02 | 210.21 | per contai |
| 21d. | 10 Cu. Yard Roll-off | 419.28 | 73.99 | 493.27 | | 578.81 | 1,072.09 | per pull |
| 21e. | 20 Cu. Yard Roll-off | 419.28 | 73.99 | 493.27 | | 578.81 | 1,072.09 | per pull |
| 21f. | 25 Cu. Yard Roll-off | 428.00 | 75.53 | 503.53 | | 661.50 | 1,165.03 | per pull |
| 21g. | 30 Cu. Yard Roll-off | 428.00 | 75.53 | 503.53 | | 661.50 | 1,165.03 | per pull |
| 21h. | 40 Cu. Yard Roll-off | 428.00 | 75.53 | 503.53 | | 661.50 | 1,165.03 | per pull |

ATTACHMENT D

## Maximum Rates To Be Charged

Fill in the rates proposed as the maximum rates to customers for each level of service. These rates will be adjusted using the methodology in Attachment J, Section 1.B titled 'Adjustment for Processing Component of Annual Rate Based on PPI'.

**Instructions for Submittal of Revised Proposal Form 29. Revisions included as Addendum 2 are marked in RED text in Section 22mm below. Please replace the tab titled '22. Other Services' from the original Proposal Form 29 with this revised tab titled '22. Other Services REVISED'. Delete the old tab titled '22. Other Services'. Enter the required rate into item 22mm on the revised tab and submit with the proposal.**

**Rates must be submitted in 2024 dollars.**

**This form will become an attachment to the final contract.**

### 22. Other Services

| | | | | |
|---|---|---|---|---|
| | 22a. | Residential Bulky Goods Collection Service (For additional Collections of Bulky Goods from Residential Premises in Excess of Four (4) per year) | 31.22 | per pick-up |
| | 22b. | Multi-family Bulky Goods Collection Service (For additional Collections of Bulky Goods from Multi-family Premises in Excess of Four (4) per account year) | 31.22 | per pick-up |
| | 22c. | Commercial Bulky Goods Collection Service (For additional Collections of Bulky Goods from Commercial Premises in Excess of Four (4) per account year) | 43.71 | per pick-up |
| | 22d. | Residential HHW Collection (For additional Collections of HHW from Residential Premises in Excess of Four (4) Quarterly Pick-ups per year) | 31.22 | per pick-up |
| | 22e | Repair and Maintenance of Compactor | 93.67 | per hour |
| | 22f. | Bin Cleaning Service | 93.67 | per Bin |
| | 22g. | Cart Replacement/Exchange | 31.22 | per Cart |
| | 22h. | Bin Replacement/Exchange | 249.78 | per Bin |
| | 22i. | Commercial Bin Wheel-Out Service (25' - 50') | 43.71 | per bin per month |
| | 22j. | Commercial Bin Wheel-Out Service (51' - 75') | 8.74 | per bin per month |
| $ | 22k. | Residential Backyard Wheel-Out Service for Customers (for Customers that are not a 'Disabled Person' as defined in Attachment A) | 31.22 | per month |
| | 22l. | Extra Pick-up - Residential Cart | 31.22 | per cart |
| | 22m. | Extra Pick-up - Commercial/Multi-family Cart | 49.96 | per cart |
| | 22n. | Extra Pick-up - Commercial/Multi-family Bin | 156.11 | per bin |
| | 22o. | Roll-off or Compactor Service - False or Dry Run | 312.22 | per instance |
| | 22p. | Power wash/steam cleaning of enclosure | 218.56 | per instance |
| | 22q. | Commercial/Multi-family Sunday Collection Service Premium (added to existing rate per container per month) | 156.11 | per container per month |
| | 22r | Roll-off/compactor overage charges - Landfill (if max weight is included in rate and load exceeds max weight - include a per ton cost) | 62.44 | per ton |
| | 22s. | Roll-off/compactor overage charges - Mixed C&D (if max weight is included in rate and load exceeds max weight - include a per ton cost) | 93.67 | per ton |
| | 22t. | Clean-up Bin Trip Charge | 156.11 | per instance |
| | 22u. | Clean Up Bin Overweight Charge | 93.67 | per ton |
| | 22v | Roll-off Relocation Charge | 156.11 | per instance |
| | 22w. | Overweight Roll-off Extra Charge if Special Vehicle is Needed to Haul Container in Excess of 10 Tons Loaded Weight (in addition to standard roll-off rate) | 312.22 | per instance |
| | 22x | Daily Rental Over 7 Days for Temporary 2,3,4, and 6-yard bins | 12.49 | per day |
| | 22y | Daily Rental Over 7 Days for Temporary 10,20,30 and 40-yard bins | 31.22 | per day |

| | | | |
|---|---|---|---|
| 22z. | Compactor cleaning charge | 218.56 | per instance |
| 22aa | Replacement Residential Counter-top food scraps kitchen pail (includes delivery) | 31.22 | per replacement |
| 22bb | Commercial Resumption of Service Charge (only after discontinuation for non-payment, includes redelivery of containers if removed from premises) | 62.44 | per instance |
| 22cc. | Residential Resumption of Service Charge (only after discontinuation for non-payment, includes redelivery of containers if removed from premises) | 62.44 | per instance |
| 22dd. | Stinger service / Scout Service - per Container per month | 43.84 | per bin per frequency per month |
| 22ee | Locking Bin Installation | 28.10 | per instance |
| 22ff | Emergency Collection, hourly rate for (1) crew and (1) vehicle | 219.18 | per hour |
| 22gg. | Bin sensor (pilot program described in Section 8.04.G of Contract) | 28.10 | per bin sensor per month |
| 22hh | Bin Sensors (citywide program described in Section 8.04.G.1 of Contract) | 28.10 | per bin sensor per month |
| 22ii | Bin Locking Lids Fee | 11.83 | per bin per frequency per month |
| 22jj. | Locked Enclosure Gate Fee | 11.83 | per bin per frequency per month |
| 22kk. | Residential - Non-containerization fee after second and subsequent written notices as described in Attachment B, Section 2.6.1 | 39.34 | per incident |
| 22ll | Commercial - Overfull Container fee for after second and subsequent instance of Overfull Bin(s)/Cart(s) where Customer was notified via Hang Tag as described in Section 3.10 of Attachmen | 50.58 | per incident |
| 22mm. | Replacement bin sensor (initial replacement at no charge. Second and subsequent replacement bin sensor will be charged at this rate. Rate shall include installation, capital cost, and licensing cost) | 28.10 | per bin sensor |
| 22nn | Price for City-branded Ball Aluminum Cups beyond 10,000 cups per year proposed by CR&R (assumes bulk purchase of 100+ cups per order) | 32.20 | per 100 cups |
| **The Following Services will be provided to a Customer at no additional charge.** | | | |
| 22nn | Commercial Bin Wheel-Out Service for a distance less than 25 feet. | 0.00 | per month |

## ATTACHMENT E-1
## Specifications for Wheeled Carts to be Supplied by Contractor

Cart Design Requirements - The Carts shall be manufactured by injection or rotational molding and meet the Cart design requirements as specified below

1.1. Cart Manufacturer - Carts shall have single-piece product design with no seams and consistent wall thickness. Contractor shall endeavor to provide Carts from the same manufacturer for MSW, Recyclable Materials and Food Scraps/Yard Trimmings throughout the Term, in order to create a uniform appearance of Cart aesthetics, shape and colors throughout the City. If, after making reasonable and timely efforts to obtain replacement Carts from the manufacturer used during the initial cart roll-out during the Term, Contractor may request City approval to provide replacement Carts from another manufacturer. City shall determine, in its sole discretion, whether the quality, features, sizes, Cart and lid colors and other characteristics of such Carts are equal to those of the Carts initially distributed and whether the proposed Carts meet the specifications in this Attachment E.

1.2. Capacity – Contractor shall provide Carts in three sizes for residential MSW, Recyclable Materials, and Food Scraps/Yard Trimmings Collection. The Carts shall be uniform in appearance and shall be the following sizes:

- 35-gallons,
- 65-gallons, and
- 95-gallons

1.3. Cart Handles – The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. Bolt-on handles are acceptable for all Carts except for those that will accept Food Scraps. The Cart handles will provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

1.4. Cart Lid – Each Cart shall be provided with a lid that continuously overlaps and comes in contact with the Cart body or otherwise causes an interface with the Cart body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of MSW, Recyclable Materials and Food Scraps/Yard Trimmings from the container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- The lid handle shall be an integrally molded part of the lid;
- Permits users of the Cart to conveniently and easily open and shut the lid throughout the serviceable life of the Cart;
- The lid (and body) must be of such design and weight that would prevent an empty Cart from tilting backward when flipping the lid open;
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body; and

- The lid shall be designed to be easily removed in the event of damage or failure. The hinge assembly shall not be capable of being readily removed by the public by hand or with ordinary tools.

1.5. Foot-Hold – Each Cart shall have a foot-hold area on the back of the Cart to allow for foot placement so as to assist in tilting back the Cart prior to rolling it. If Food Scraps are being placed in the Cart, the foot hold holes shall be sealed so that Food Scrap liquids do not leak through the holes.

1.6. Stop bar – Each Food Scraps/Yard Trimmings Cart shall have a molded, sealed stop bar that prevents leakage.

1.7. Cart Colors – All carts shall be a uniform color, including the Cart body and Cart lid. The MSW, Recyclable Materials, Food Scraps/Yard Trimmings Carts will be differentiated by lid and body color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Carts and lids shall be of the same matching color. The colors shall be as follows:

The color-coding scheme for all Residential Carts shall be grey for MSW Carts, green for Yard Trimmings Carts, and blue for Single Stream Recyclable Materials Carts

1.8. Wheel Design and Axle Assembly – Each Cart shall be equipped with an axle and two wheels, positioned on the bottom of the Cart to facilitate it being pushed or pulled with little effort with load weights up to its maximum load capacity as set forth in Section 2.2 of this Attachment E. If Food Scraps are being placed in the Cart, the axle holes shall be sealed so that Food Scrap liquids do not leak through the holes.

1.9. Identification Markings – For all new Carts distributed during the Term of the Agreement, the following markings shall be permanently marked on the exterior lid of each container in character size of no less than ***one (1) inch***, the phrases:

In character size in the range of ***1/4 to 3/4 inch***, the following phrases:

DO NOT PLACE FLAMMABLE PRODUCTS

OR HOT ASHES IN THIS CONTAINER

DO NOT DISPOSE OR HAZARDOUS MATERIALS

IN THIS CONTAINER

NO PONGA PRODUCTOS INFLAMABLES O CENIZAS EN ESTE NO PONGA MATERIALS PELIGROSOS EN ESTE RECIPIENTE

## ATTACHMENT E-1
## Specifications for Wheeled Carts to be Supplied by Contractor

In character size in the range of ***1/4 to 3/4 inch***, the following item:

IDENTIFICATION CODE

The following markings shall be on the backside of the Cart.

In character size of no less than ***1/4 inch***, the phrase:

DO NOT TILT OR ROLL CONTAINER WITH LID OPEN

NO RUEDE EL RECIPIENTE CON LA TAPA ABIERTA

An arrow (at least 3 inches by 5 inches) shall be placed on the lid, indicating the direction of Cart placement.

In character size of no less than ***3/16 inch***, the phrase:

PLACE CONTAINER WITH ARROW FACING STREET FOR COLLECTION

COLOQUE EL RECIPIENTE CON LAS FLECHAS HACIA LA CALLE

1.10. Sticker Attachment Area - Cart lids shall have a molded depression no less than 5 inches tall and 11 inches wide where the Contractor shall attach a color, weather-proof adhesive label indicating the materials accepted in each of the Carts. Decals shall comply with the specifications set forth in Attachment B, Section 1.

1.11. Additional Parts – All parts necessary for the Cart to be complete and ready for operation and use by the residents of the City shall be furnished by the Contractor.

1.12. Replacement Parts – All replacement and repair parts and components shall be of the same or better quality as the original parts provided to the City and must meet the same requirements as set forth in Section 2 of this Attachment E – Cart Performance Requirements.

1.13. Recycled Content – All Carts shall contain at least 10% Post-Consumer Recycled Content and at least 50% Post Industrial Recycled Content.

1.14. Cart Identification System – All Carts shall have a unique serial number, and/or barcode, and/or RFID device for tracking inventory and linking inventory back to accounts.

## ATTACHMENT E-1
## Specifications for Wheeled Carts to be Supplied by Contractor

2. Cart Performance Requirements – All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

2.1 Minimum Service Life – Carts shall have the capability for continual, uninterrupted use as MSW, Recyclable Materials and Food Scrap/Green Waste Carts in Residential applications as set forth in the Agreement for a minimum period of ten (10) years, herein referred to as the "Minimum Service Life." The Minimum Service Life shall be measured from the date of delivery or distribution.

2.2 Cart Load Capacity – Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Cart distortion, damage, or reduction in maneuverability or any other functions as required herein.

| Cart Size (Gallons) | Minimum Load Capacity (LBS) |
|---|---|
| 95 | 200 |
| 65 | 130 |
| 35 | 70 |

2.3 Cart Durability – Carts shall remain durable, and at a minimum, shall meet the follow durability requirements to satisfy its intended use and performance, for a period of ten (10) years:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

2.4 Chemical Resistant – Carts shall resist damage from common household or residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

2.5 Stability and Maneuverability – The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position.

All Carts shall be capable of maintaining the upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

2.6 Lid Performance – Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself, and to any component parts through repeated opening and closing of the lid by Residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed; and,
- Lids shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.

2.7 Reparability – Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the Contractor's personnel with minimum training and supervision. All repairs shall be capable of being performed by one person in the field. All repairs must restore the container to its full functionality to meet the design and performance requirements as set for herein.

3. Cart Ownership and Maintenance Responsibilities – The Company shall be responsible for Cart repair and maintenance, graffiti removal, and replacing lost, stolen or damaged Carts at no additional charge to the Customer or to the City. Contractor shall own the Carts during the Term. The City reserves the right to have the Contractor remove the carts at the end of the Term at no charge to the City.

The following numbers, specifications, and types of containers shall be furnished by contractor, as described in Attachment E-2.

## ATTACHMENT E-2

## Numbers and Types of New Containers to be Furnished by Contractor and Cart Specifications

### Numbers and Types of New Containers to be Furnished by CR&R:

CR&R is proposing to use new automated carts for the collection of solid waste, recyclables, and organics as required in the RFP. The carts provided by CR&R shall meet all the design and performance requirements specified in the draft agreement. CR&R proposes the use of Toter (or similar), two-wheel carts for curbside residential services. CR&R will fully comply with the City's requirement that all carts shall contain at least 10% Post-Consumer Recycled Content and at least 50% Post Industrial Recycled Content. Toter carts are manufactured using medium density polyethylene with the company's Advanced Rotational Molding™ process. This provides a superior strength-to-weight ratio not found in standard injection-molded carts and boast the industry's lowest warranty claim rate.

Toter is now offering a 100% recycled cart that has not been deployed in California at this time. The only cart body color available is black. If the City is interested in this 100% recycled residential cart, CR&R would be happy to order and deliver these containers with the appropriate lid color in accordance with SB 1383 Regulations at no additional charge.

CR&R will include serial numbers as the main compliance mechanism for Attachment E-1. Serial numbers are tied to the CR&R CRM system (SoftPak), which allows the recording of cart service events. Additionally, our cart inventory department utilizes the serial numbers for cart inventory tracking.

#### Automated Cart Specifications

| | |
|---|---|
| **35 Gallon Cart** | Approximately 25" deep x 20" wide x 39" tall<br>Load Rating: 112 lbs. Wheel Diameter: 10" |
| **65 Gallon Cart** | Approximately 32" deep x 25" wide x 42" tall<br>Load Rating: 224 lbs. Wheel Diameter: 10" |
| **95 Gallon Cart** | Approximately 35" deep x 29" wide x 43" tall<br>Load Rating: 335 lbs. Wheel Diameter: 10" |

#### Cart Colors

## ATTACHMENT E-2

## Numbers and Types of New Containers to be Furnished by Contractor and Cart Specifications

Carts will be provided in distinct colors to designate the appropriate material placement: green for organic material, blue for recyclable material, and black for material to be disposed at the landfill.

Images of the proposed cart lids and cart bodies are shown below.

### Commercial and Multifamily Bins

CR&R proposes new bins for the City of Laguna Beach. Our team conducted a visual assessment of bins currently in placed throughout City of Laguna Beach and found that the condition of the containers varied.

CR&R will provide all bins for service in the City of Laguna Beach. These bins will feature graffiti-

resistant paint and will fully comply with the CalRecycle color requirements of SB 1383. CR&R's proposed rates include the provision of reflective fluorescent taping on all commercial and multi-family bins in service within the City, as required by SB 1111.

Split Bins will also be made available for commercial and multifamily customers where space constraints would otherwise preclude their participation in a recycling program.

### Roll-Off Boxes

CR&R proposes to offer 10 cubic-yard and 40 cubic-yard roll-off boxes for the City. All roll-off boxes will be new as specified in the RFP.

### Inventory Management

CR&R is aware of disruptions over the past few years on bin, cart, and roll-off inventory. In anticipation of the franchise award, CR&R currently has in place with our container vendor a "just-in-time" inventory agreement with thousands of containers on hand, which are being stored directly with our vendor. Additionally, over 50,000 square feet of warehouse space is also available in Stanton for storage of anticipated early container production and delivery. CR&R will also work with the incumbent and City to begin container delivery ahead of the franchise agreement start date.

### Manufacturer and Fabrication Information

- Steel Container Manufacturer: Consolidated Fabricators located at 4600 South Santa Fe, Vernon, CA 90058
- CR&R Fabrication Department, located at Orangewood, Stanton, CA 90680

## ATTACHMENT E-2

## Numbers and Types of New Containers to be Furnished by Contractor and Cart Specifications

| *Item MSW* | *Quantity* | *Unit Price* |
|---|---|---|
| 35-gallon wheeled cart with hinged lid | 1,300 | $39.30 |
| 65-gallon wheeled cart with hinged lid | 3,600 | $43.70 |
| 95-gallon wheeled cart with hinged lid | 7,200 | $62.00 |
| ***Item RECYCLING*** | | |
| 35-gallon wheeled cart with hinged lid | 1,200 | $39.30 |
| 65-gallon wheeled cart with hinged lid | 3,500 | $43.70 |
| 95-gallon wheeled cart with hinged lid | 7,100 | $62.00 |
| ***Item YARD TRIMMINGS/FOOD SCRAPS*** | | |
| 35-gallon wheeled cart with hinged lid | 1,000 | $39.30 |
| 65-gallon wheeled cart with hinged lid | 2,400 | $43.70 |
| 95-gallon wheeled cart with hinged lid | 8,600 | $62.00 |

**MSW Containers for Commercial and Multi-Family Customers**

| *Item* | *Quantity* | *Unit Price* |
|---|---|---|
| 35-gallon wheeled cart with hinged lid | | |
| 65-gallon wheeled cart with hinged lid | | |
| 95-gallon wheeled cart with hinged lid | 500 | $62.00 |
| 1-cubic yard bin | 8 | $729.79 |
| 1.5-cubic yard bin | 32 | $775.40 |
| 2-cubic yard bin | 29 | $821.01 |
| Split 2-cubic yard bin* | | |
| 3-cubic yard bin | 408 | $912.23 |
| Split 3-cubic yard bin* | 32 | $989.32 |
| 4-cubic yard bin | 67 | $1,003.45 |
| Split 4-cubic yard bin* | | |
| 6-cubic yard bin | 15 | $1,185.89 |
| Split 6 cubic yard bin* | | |
| 10-cubic yard roll-off | | |
| 20-cubic yard roll-off | | |
| 30-cubic yard roll-off | | |
| 40-cubic yard roll-off | | |

*Report number of split bins ***only*** in the MSW table to avoid double counting.

# ATTACHMENT E-2

## Numbers and Types of New Containers to be Furnished by Contractor and Cart Specifications

### Recycling Containers for Commercial and Multi-Family Customers

| *Item* | *Quantity* | *Unit Price* |
|---|---|---|
| 35-gallon wheeled cart with hinged lid | | |
| 65-gallon wheeled cart with hinged lid | | |
| 95-gallon wheeled cart with hinged lid | 700 | $62.00 |
| 1-cubic yard bin | 6 | $729.79 |
| 2-cubic yard bin | 26 | $821.01 |
| 3-cubic yard bin | 118 | $912.23 |
| 4-cubic yard bin | 20 | $1,003.45 |
| 6-cubic yard bin | 3 | $1,185.89 |
| 10-cubic yard roll-off | | |
| 20-cubic yard roll-off | | |
| 30-cubic yard roll-off | | |
| 40-cubic yard roll-off | | |

### Food Scraps Containers for Commercial and Multi-Family Customers

| *Item* | *Quantity* | *Unit Price* |
|---|---|---|
| 35-gallon wheeled cart with hinged lid | 200 | $39.30 |
| 65-gallon wheeled cart with hinged lid | 100 | $43.70 |
| 2-cubic yard bin | 5 | $821.01 |

### Co-Collected Food Scraps and Yard Trimmings Containers for Commercial and Multi- Family Customers

| *Item* | *Quantity* | *Unit Price* |
|---|---|---|
| 35-gallon wheeled cart with hinged lid | 20 | $39.30 |
| 65-gallon wheeled cart with hinged lid | 20 | $43.70 |
| 2-cubic yard bin | 1 | $821.01 |

## ATTACHMENT E-2

## Numbers and Types of New Containers to be Furnished by Contractor and Cart Specifications

### Yard Trimmings Containers for Commercial and Multi-Family Customers

| *Item* | *Quantity* | *Unit Price* |
|---|---|---|
| 35-gallon wheeled cart with hinged lid | 20 | $39.30 |
| 65-gallon wheeled cart with hinged lid | 20 | $43.70 |
| 2-cubic yard bin | 1 | $821.01 |

### Compactors

| *Item* | *Quantity* | *Unit Price* |
|---|---|---|
| 2-cubic yard compactors | | |
| 3-cubic yard compactors | | |
| 4-cubic yard compactors | | |
| 6-cubic yard compactors | | |
| 10-yard compactors | | |
| 20-yard compactors | TBD | $38,000 |
| 30-yard compactors | | |
| Other compactors (indicate size) | | |
| Vertipak (2 cubic yard) | TBD | $22,000 |
| 2-cubic yard compactor with 20-cubic yard receiver box | TBD | $59,000 |

### Roll-Off Containers

| *Item* | *Quantity* | *Unit Price* |
|---|---|---|
| 10-cubic yard roll-off | 4 | $5,345.00 |
| 40-cubic yard roll-off | 12 | $8,525.00 |

### Safety Decals

CR&R recognizes the unique impacts of bin and cart placement in the City of Laguna Beach, particularly in the downtown areas. Given the space constraints, proximity to public rights-of-way, and high-volume of visitor traffic in Laguna Beach, the importance of safety decals is paramount. The CR&R Route Supervisor and Safety Manager will conduct audits of all bins and carts in the downtown area to identify opportunities to place additional safety signage and reflective tape on containers. CR&R is committed to enhancing the City's safety and maintaining visitor-friendly labeling of the carts and bins placed in Laguna Beach.

## ATTACHMENT F-1

## New Collection Vehicles to be Furnished by Contractor

### New Collection Vehicles to be Furnished by Contractor:

| *Vehicle Type* | *Vehicle ID Number* | *Manufacturer Truck/Body* | | *Model Year* | *Route* | *Type of Fuel (e.g., CNG, biodiesel, LNG, battery electric, etc.)* | *Cost* |
|---|---|---|---|---|---|---|---|
| | | **Truck** | **Body** | | | | |
| Side-loader | TBD | Peterbilt | Amrep | 2024 | Residential MSW | RNG | $ 396,900 |
| Side-loader | TBD | Peterbilt | Amrep | 2024 | Residential MSW | RNG | $ 396,900 |
| Side-loader | TBD | Peterbilt | Amrep | 2024 | Residential MSW | RNG | $ 396,900 |
| Side-loader | TBD | Peterbilt | Amrep | 2024 | Residential Recycling | RNG | $ 396,900 |
| Side-loader | TBD | Peterbilt | Amrep | 2024 | Residential Recycling | RNG | $ 396,900 |
| Side-loader | TBD | Peterbilt | Amrep | 2024 | Residential Organics | RNG | $ 396,900 |
| Side-loader | TBD | Peterbilt | Amrep | 2024 | Residential Organics | RNG | $ 396,900 |
| Rear-loader Split Body | TBD | Peterbilt | Amrep | 2024 | Residential Hard to Service | RNG | $ 358,300 |
| Front-loader | TBD | Peterbilt | Amrep | 2024 | Commercial MSW | RNG | $ 396,900 |
| Front-loader | TBD | Peterbilt | Amrep | 2024 | Commercial MSW | RNG | $ 396,900 |
| Front-loader | TBD | Peterbilt | Amrep | 2024 | Commercial MSW | RNG | $ 396,900 |
| Front-loader | TBD | Peterbilt | Amrep | 2024 | Commercial Recycling | RNG | $ 396,900 |
| Rear-loader Split Body | TBD | Electric | Electric | 2024 | Commercial MSW/Organic | Electric | $ 705,000 |

## ATTACHMENT F-1

### New Collection Vehicles to be Furnished by Contractor

| *Vehicle Type* | *Vehicle ID Number* | *Manufacturer Truck/Body* | | *Model Year* | *Route* | *Type of Fuel (e.g., CNG, biodiesel, LNG, battery electric, etc.)* | *Cost* |
|---|---|---|---|---|---|---|---|
| | | *Truck* | *Body* | | | | |
| Roll-Off | TBD | Peterbilt | N/A | 2024 | Roll-Off | RNG | $ 375,000 |
| Bin Delivery | TBD | International | N/A | 2024 | Bin Delivery | Gasoline | $ 160,000 |
| Front-Loader | TBD | Peterbilt | Amrep | 2024 | Bulky Item Collection | RNG | $ 396,600 |
| HHW | TBD | Box Truck International | N/A | 2024 | HHW Collection | Gasoline | $ 160,000 |
| Pick-Up Truck | TBD | Ford | N/A | 2024 | Route Manager | Hybrid | $ 66,088 |
| Pick-Up Truck | TBD | Chevy 3500 | CRR | 2024 | Stinger/Scout | Gasoline | $ 92,500 |

**Contact Information**

- **AmRep/WasteQuip**

Rob Strange
1555 S. Cucamonga Avenue, Ontario, CA 91761
(909) 215-2259
(909) 923-0430
rstrange@amrepinc.com

- **Rush Truck Centers of California**

Ray Gamez
8830 East Slauson Avenue, Pico Rivera, CA. 90660
(949) 355-4382
(562) 566-1865
gamezr@rushenterprises.com

# ATTACHMENT F-1

## New Collection Vehicles to be Furnished by Contractor

### The table below includes driver allocations for each vehicle:

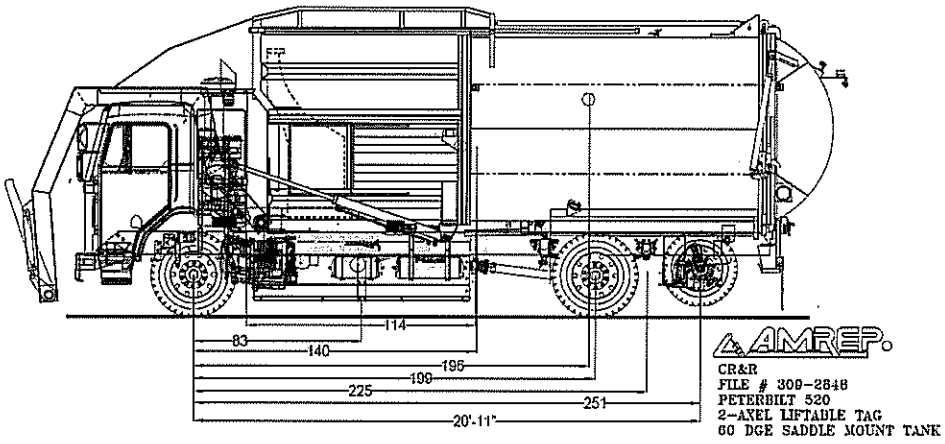
| Vehicle Type | Manufacturer | | Model Year | Route | Type of Fuel *(e.g., CNG,* | FTE Driver *(if not FTE, include* | Notes |
|---|---|---|---|---|---|---|---|
| | Truck | Body | | | | | |
| Side-loader | Peterbilt | Amrep | 2024 | Residential MSW | RNG | 100% | |
| Side-loader | Peterbilt | Amrep | 2024 | Residential MSW | RNG | 100% | |
| Side-loader | Peterbilt | Amrep | 2024 | Residential MSW | RNG | 50% | Same duties in another city |
| Side-loader | Peterbilt | Amrep | 2024 | Residential Recycling | RNG | 100% | |
| Side-loader | Peterbilt | Amrep | 2024 | Residential Recycling | RNG | 50% | Same duties in another city |
| Side-loader | Peterbilt | Amrep | 2024 | Residential Organics | RNG | 100% | |
| Side-loader | Peterbilt | Amrep | 2024 | Residential Organics | RNG | 50% | |
| Rear-loader Split Body | Peterbilt | Amrep | 2024 | Residential Hard-to- service | RNG | 100% | MSW 50%, Recy 25%, Org 25% |
| Front- loader | Peterbilt | Amrep | 2024 | Commercial MSW | RNG | 100% | |
| Front- loader | Peterbilt | Amrep | 2024 | Commercial MSW | RNG | 100% | |
| Front- loader | Peterbilt | Amrep | 2024 | Commercial Recycling | RNG | 100% | |
| Rear-loader Split Body | Peterbilt | Amrep | 2024 | Commercial MSW/ Organics | Electric | 50% | Truck can only be used to support the City of Laguna Beach |
| Roll-off | Peterbilt | NA | 2024 | Roll-off | RNG | 50% | Same duties in another city |
| Bin Delivery | International | NA | 2024 | Bin Delivery | Gasoline | 20% | Same duties in another city |
| Front- loader | Peterbilt | Amrep | 2024 | Bulky Item | RNG | 25% | Same duties in another city |
| HHW | Box Truck International | NA | 2024 | HHW | Gasoline | 10% | Same duties in another city |
| Pick-Up Truck | Chevy | CRR | 2024 | Stinger/Scout | Gasoline | 25% | Same duties in another city |
| Pick-Up Truck | Ford | NA | 2024 | Route Manager | Hybrid | 100% | |

## ATTACHMENT F-2

## Light-Weight Collection Vehicle to be Furnished by Contractor

### Plan to Provide Light-Weight Collection Vehicle by CR&R:

CR&R 's commitment to innovation in service delivery includes the use of lighter weight collection vehicles. At CR&R, we not only designed a lightweight collection vehicle, but we also specified the desired requirements with our suppliers and put them into production. CR&R's innovation did not stop here, as our newest proprietary design will produce an even lighter version that weighs 5,000 pounds less than our current stock vehicles. The schematic of this vehicle is shown in the image below.




Currently, CR&R has three (3) lightweight vehicles in use in Orange County, with two (2) in the City of Tustin and one (1) in the City of Lake Forest.

By July 1, 2024, CR&R will deploy one (1) lightweight truck in the City of Laguna Beach. Reducing truck weights benefits for the City and its rate payers through reduced road repair and maintenance expense. Additionally, we modeled the expected cost savings in terms of capital purchase expense, annual state licensing, and fuel efficiency savings. Those savings are forecast over the initial eight-year contract period as follows:

- Purchase Price: $14,000

## ATTACHMENT F-2

## Light-Weight Collection Vehicle to be Furnished by Contractor

- License Fee: $880
- Fuel: $24,000

This cost savings of $38,880 over the course of the initial contract period has been incorporated into our pro forma and is reflected in the proposed rates.

**ATTACHMENT F-3**

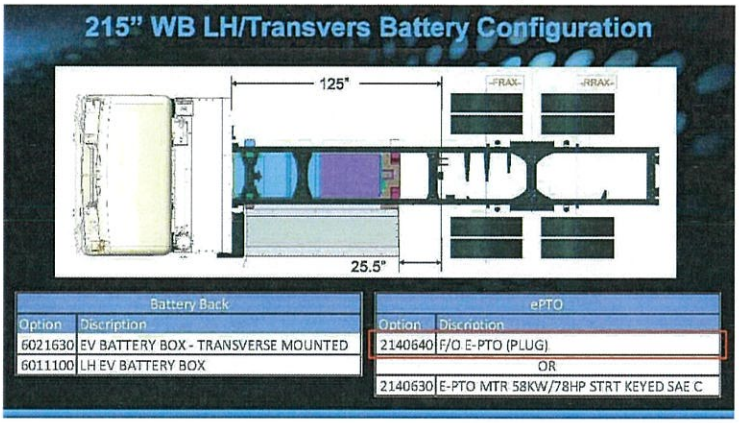
**Electric Collection Vehicle to be Furnished by CR&R**

**Electric Collection Vehicle to be Furnished by CR&R**

### Battery Electric Single Pass Rear Loader Collection Vehicle

CR&R will purchase and operate a Peterbilt Model 520EV for use in the City of Laguna Beach. It utilizes Meritor 14Xe™ e-axles to provide power to the wheels. Battery power is delivered to the e-axle motors through the drive inverters and regenerative braking captures energy from stop-and-go conditions to recharge the batteries and help maximize the vehicle's range.

This vehicle features a range of 80-100 miles including 1,100 bin cycles when used with an automated side loader or 130 compactor cycles with a rear loader refuse body. The state-of-the-art, high-energy density LFP battery packs can recharge in 3-4 hours when using a recommended DC fast-charging system, making the 520EV ideal for the predictable routes seen in refuse applications.




| Battery Back | |
|---|---|
| Option | Discription |
| 6021630 | EV BATTERY BOX - TRANSVERSE MOUNTED |
| 6011100 | LH EV BATTERY BOX |

| ePTO | |
|---|---|
| Option | Discription |
| 2140640 | F/O E-PTO (PLUG) |
| | OR |
| 2140630 | E-PTO MTR 58KW/78HP STRT KEYED SAE C |

CR&R does not predict that Peterbilt's Model 520EV will need to charge mid-route and that the vehicle design specifications are sufficient to complete the entire route and return to Stanton.

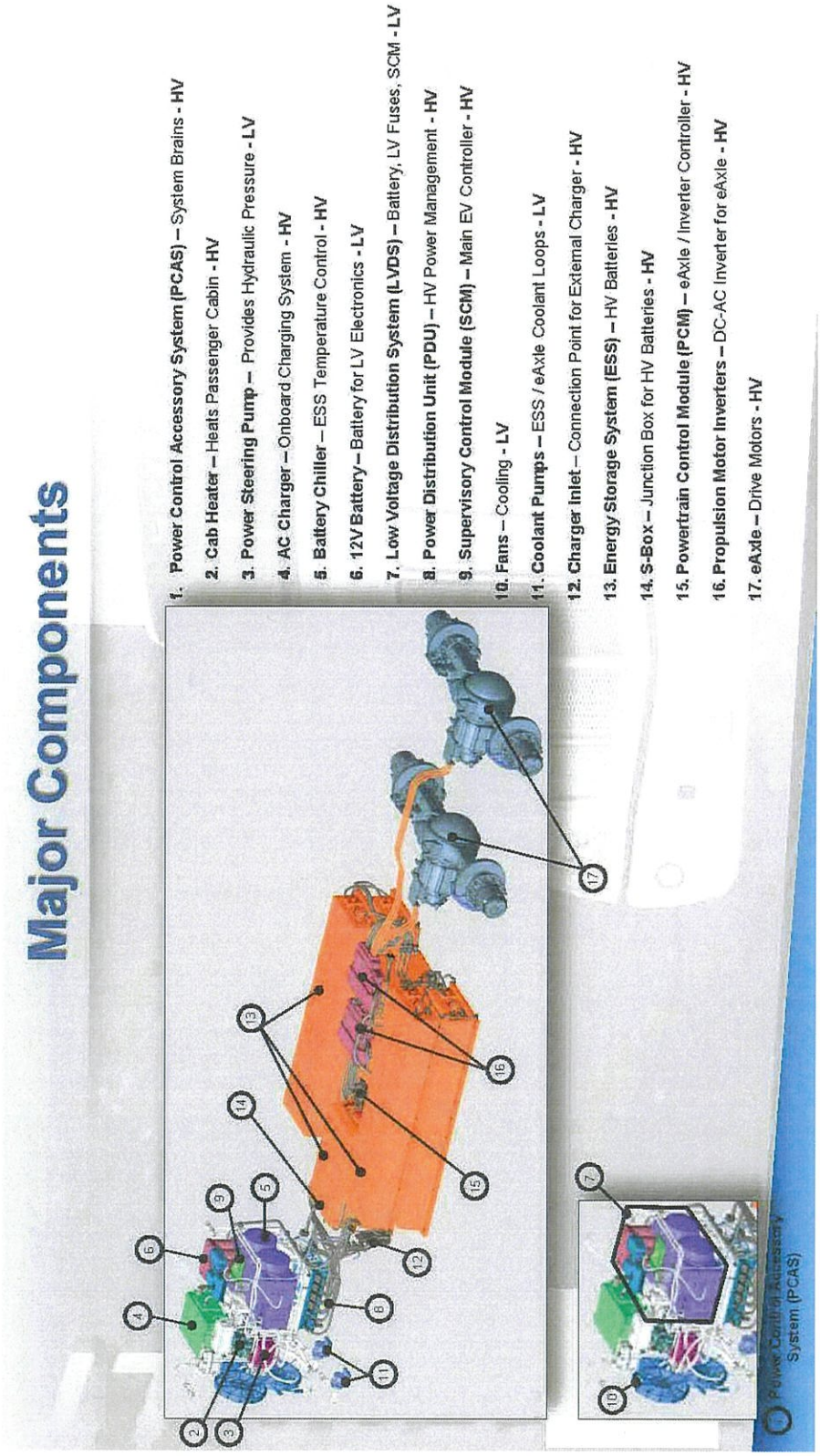
The Model 520EV offers an advanced technology of a zero-emission electric powertrain and is designed for optimal weight distribution. CR&R will assign the split-body BEV for the single-pass commercial cart collection as specified in the RFP. Because of our concerns regarding how the

weight of a split body will impact the functionality of the electric vehicle, CR&R is exploring custom electric vehicle chassis that allow for split-body applications.

The cost of the vehicle is estimated at $705,000. We anticipate ordering the vehicle upon award of the contract for deployment in 2024.

# ATTACHMENT F-3

## Electric Collection Vehicle to be Furnished by CR&R



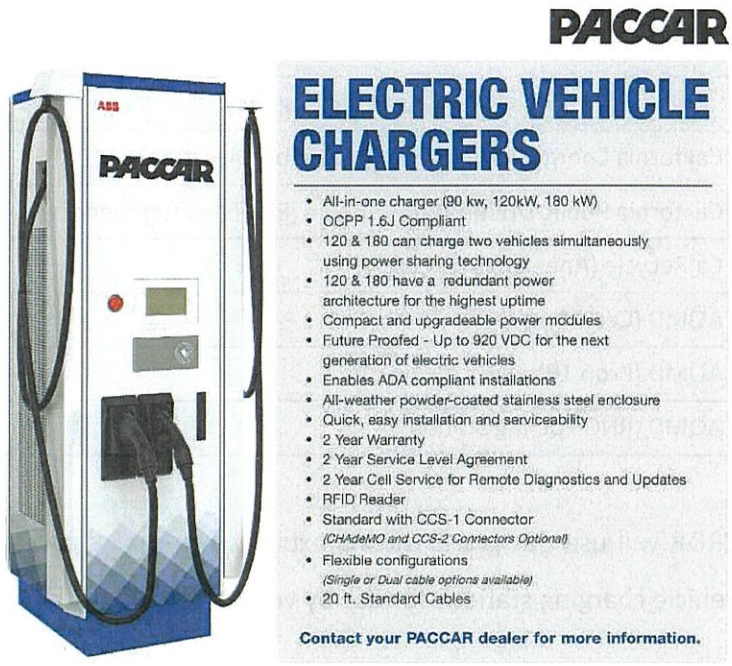
## ATTACHMENT F-3

## Electric Collection Vehicle to be Furnished by CR&R

### Charging Station

**CR&R's electric refuse vehicle (and all future additional electric vehicles) will service the City powered by 100% zero and negative carbon electricity.** CR&R can exclusively procure electricity from sources with pathways certified by the California Air Resources Board as having a carbon intensity (CI) ranging from 0 to carbon negative. Biogas to electricity power has an average CI of -429 gCO2e/MJ. **The City will benefit from the significant emissions reduction of CR&R's electric refuse vehicle powered by the most carbon negative fuel available in the market.**

CR&R anticipates the installation of two PACCAR charging stations. One will be located at our Stanton facility for overnight use. CR&R will commence the process of permitting and installation of the charging station upon award of the contract.




CR&R will also work with the City to identify a location for the installation of a charging station for use by CR&R and municipal vehicles in the City of Laguna Beach.

CR&R estimates projected costs of permitting and installing each charging station at approximately $75,000 for a two-truck charger with an additional $25,000 for engineering and permits alongside another $50,000 for installation. These costs were included in the capital cost analysis provided by CR&R. A year after implementation or build, CR&R will review data and

trends to evaluate the savings associated with the use of electric to see if there would be an opportunity to offer a credit or rebate to city residents.

### Previous Grant Experience

CR&R brings the City of Laguna Beach our experience in obtaining grant funding for the implementation of innovative technologies. Over the years, our company has obtained over twenty million in grant funding for alternative fuel vehicle infrastructure and organics processing technologies. Some examples of grants awarded to CR&R are shown on the following page.

**Successful Grant Applications**

| Awarding Agency | Amount |
|---|---|
| California Energy Commission (Anaerobic Digestion) | $4.5 Million |
| California Public Utilities Commission (Pipeline Interconnect) | $3 Million |
| CalRecycle (Anaerobic Digestion) | $3 Million |
| AQMD (Carl Moyer) | $1.6 Million |
| AQMD (Prop 1B) | $1.9 Million |
| AQMD (RNG Fueling Stations) | $6 Million |

CR&R will use our grant writing expertise to seek grant funding for the installation of electric vehicle charging stations for use by vehicles servicing the City of Laguna Beach.

### Estimated Operating Costs as Compared to RNG Vehicle

The following table compares the historical monthly cost of RNG vehicle operation with the projected monthly cost of operating an electric vehicle.

## ATTACHMENT F-3

## Electric Collection Vehicle to be Furnished by CR&R

| | HISTORICAL RNG COSTS | | PROJECTED ELECTRIC COSTS | |
|---|---|---|---|---|
| CAPEX | $400,000 | LAST PURCHASE | $605,000 | CHASIS ONLY |
| AMREP BODY | $0 | INCLUDED | $100,000 | BODY |
| | | | | |
| DAILY FUEL | $175 | 35 GALLONS AT $5 | $59 | 396 KWH AT $0.15 |
| MONTHLY MAINT | $2,500 | AVG. FOR NEW RNG | $1,250 | ESTIMATED AT 50% |
| | | | | |
| CAPEX MONTHLY | $4,750 | 10 YRS 7.5% | $8,371 | 10 YRS 7.5% |
| FUEL MONTHLY | $3,850 | | $1,307 | |
| MAINT MONTHLY | $2,500 | | $1,250 | |
| **TOTAL MONTHLY COST** | **$11,100** | | **$10,928** | |

### Spare Vehicle Plan

CR&R will utilize an RNG vehicle to service the single-pass commercial cart route in case the electric collection vehicle is non-operational, the electric grid goes down or if there is an unanticipated delay in the delivery of the electric vehicle prior to July 1, 2024.

**ATTACHMENT F-4**

**On-Board Technology to be Provided by Contractor on Collection Vehicles to Increase Safety and Efficiency and for Contamination Monitoring**

# On-Board Technology on Collection Vehicles to Increase Safety and Efficiency and for Contamination Monitoring

## Innovation in Fleet Technology and Service Delivery

All vehicles to be operated by CR&R within the City of Laguna Beach per the draft franchise agreement shall be equipped with a system that provides surveillance, monitoring, auditing, recording, and tracking including video and still photo equipment. Further, collection vehicles will be equipped with GPS systems, backup cameras, on-board modules for operational customer relationship management (CRM) functionality, truck telematics systems that provide real-time truck data, location, video and monitoring, and communications systems for contact with Dispatch, Route Managers, Customer Service Representatives, and other persons as needed.

The on-board operational CRM module is available to the driver via in-cab functionality and accessible via a tablet in the cab of the vehicle. The operational CRM system also captures driver, route, and service confirmation in real-time, and the on-board operation CRM system allows drivers to view and scroll through route listings, confirm service completions, note service exceptions (i.e., contamination, non-containerization, blocked cart access, non-set out, etc.), as well as receiving additional dispatched work in real-time.

Additionally, the on-board operational CRM system is accessible to the driver via electronic communication that can be transmitted to customer service and/or dispatch, who also use the operational CRM platform. The tablets hosting the on-board operational CRM system is dismountable by the driver for mobility purposes which will allow the driver to use the tablet as a digital camera to photo-document service exceptions, link the exception to the Customers' account, and report serious operational issues to CR&R in real-time. The operational CRM system allows CR&R to note overloaded carts, blocked access, non-containerization, and contamination events and document them on the Customer's account.

Lastly, the on-board vehicle telemetrics system is connected to a network using wireless data and is also connected to each collection vehicles' on-board computer. The on-board vehicle telemetrics system includes the GPS, video surveillance, driver behavior, hours of service, and maintenance integration to provide increased safety, service, and efficiency to vehicle operations. This on-board vehicle telemetrics system allows CR&R to monitor driver behavior, such as speeding, hard braking, hard acceleration, and area violations. The Route Supervisor and other responsible parties receive notifications when such events occur so they may be addressed with the driver. The video capture component of the on-board system can be viewed in real-time or stored to review past safety or service events. Video capture includes in-cab, front, rear, and side- views.

Please refer to the following sections for further information on CR&R's on-board technology designed to increase safety and efficiency, assist with contamination monitoring, and achieve legislative compliance.

## On-Board Technology

CR&R has been the technological vanguard for years and has embraced proven systems to provide the highest standard for digital in-cab operations. This investment has benefited our customers by providing real-time service information and boosted our drivers' experience by providing an uncomplicated process which enhances their defensive driving abilities and eases the dynamic working environment. CR&R has integrated two systems into our digital in-cab operations: ***Mobile-Pak™ and FleetMind™.***

## ATTACHMENT F-4

### On-Board Technology to be Provided by Contractor on Collection Vehicles to Increase Safety and Efficiency and for Contamination Monitoring

*MobilePak*™ is the onboard module for our operational CRM software *I-Pak*™. This system appears as a tablet in the cab of the truck that captures driver, route, tonnage, and service confirmation in real time which is available to our Customer Service and Dispatch groups. Through seamless integration with our CRM software, CR&R drivers can easily view and scroll through their route list, confirm service completion, note an exception (e.g., contamination, blocked container, container not available), and receive additional dispatched work in real time. Route information is easily entered via a drop-down selection that instantly transmits back to customer service and/or dispatch who utilize the same CRM operational software. All computable route statistics are captured in real time with back-office functions like route productivity, work orders, billing, and route follow up completed instantly.

The *FleetMind*™ portion of the system is a truck telematics solution that provides real time truck data, location, and video monitoring. This system can also provide RFID scanning, which would be used for monitoring any RFID-equipped automated carts. FleetMind offers CR&R an integrated solution to provide safe, efficient service to the City of Laguna Beach, and establishes a foundation for additional innovative products.

## ATTACHMENT F-4

### On-Board Technology to be Provided by Contractor on Collection Vehicles to Increase Safety and Efficiency and for Contamination Monitoring

Through our technological integration of platforms, numerous processes are functional whenever the truck is on, such as communicating with a web base tool through wireless data, including a DVIR, and direct connection to the vehicle computer. These functions include GPS, RFID data, video surveillance, driver behavior, hours of service (HOS), and maintenance integration, and work in conjunction to provide increased safety, service, and efficiency to vehicle operations. In addition to the standard GPS tracking, the system also provides the CR&R managers event alerts to driver behavior so they can be addressed with each driver. The HOS option will keep drivers within hours of compliance. The video capture with the on-board DVIR can be viewed in real time or stored for past safety or service events.

CR&R can also capture images of contamination upon occurrence. When observed, the driver can capture the contamination image in real-time. The image is logged, sent to through the back- office system, and documented on the customer's account. This system allows for real-time feedback of contamination documentation and eliminates any dispute regarding the correction action tag notice. Contamination notices are directly logged and noted as the driver completes the route providing necessary documentation as well as identifying areas or customers that may need further program assistance with direct outreach.

The use of *Mobile-Pak*™ and *FleetMind*™ throughout CR&R vehicles ensures that all compliance requirements are met with increased safety, service, and efficiency. Moreover, the benefits of our digital in-cab technology to the rate payer include higher customer engagement through service confirmation in real time, measurable service metrics, and enhanced defensive driving practices.

#### CUSTOMER SERVICE SOFTWARE

CR&R is equipped with Soft-Pak, a premier, industry specific CRM software program which allows ease of operation by CSR's, operations, and management personnel. This real-time Windows- based system is used company-wide and provides current information allowing CSR's and operations personnel to respond quickly to requests for service. It also allows for the prompt resolution of customer concerns in a timely manner. These programs are fully integrated throughout the CR&R organization at all operating sites. In addition, we have custom

software that applies City specific business rules to changes and orders being entered to ensure accuracy.

## Collision Avoidance System

CR&R is proud to utilize *Mobileeye*™, an AI-powered fleet safety solution in our collection vehicles. *Mobileeye*™ prevents or mitigates collisions by providing drivers with audio and visual warnings of potential hazards on the road. Evidence shows real-time alerts help instill safer driving habits, and further, having access to analytics assists fleet and route managers with safety improvements.

*Mobileeye*™ offers Forward Collision Warnings, Lane Departure Warnings, Pedestrian and Cyclist Collision Warning, Headway Monitoring and Warnings, and Speed Limit Indications. Powered by Intel's latest processor and an improved camera, *Mobileeye*™ offers state-of-the-art collision avoidance technology with night detection, AI recognition and detection of potential hazards at greater distances and a wider field of vision.

For further information, please visit: www.mobileye.com/us/fleets/products/mobileye-8-connect

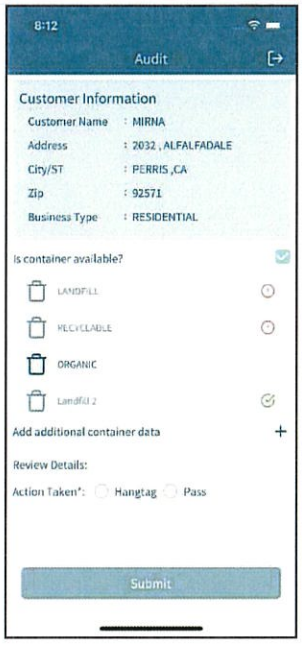
## Mobile Applications – Audit Pro

CR&R's propriety mobile application *Audit Pro* adds another layer of enhanced public education, customer communication, legislative compliance assurance and contamination monitoring.

Audit Pro is a proprietary application currently in development by CR&R to allow drivers, auditors, and other company staff to document, photograph and communicate instances of contamination, overloaded containers, and container audit results during SB 1383 route reviews. It is estimated to be deployed in stages throughout the calendar year 2023 and fully

operational by the end of Q1, 2024.

This custom designed cloud-based software suite allows CR&R to continuously upload customer information and provide our Drivers, Sustainability Coordinators and Field Auditors a user-friendly tool to document instances of non-conformance with state laws and franchise agreement requirements.




Whether utilizing the mobile application to document route reviews for SB 1383, document instances of contamination, or overloaded bins, *Audit Pro* is one step of many that CR&R is taking to increase our ability to effectively communicate and educate customers with the ultimate objective of aligning disposal behaviors with City goals.

An example situation where "non-conformance with state law or franchise agreement requirements" is a customer not disposing of an item in the correct bin or placing hazardous waste within a container. Audit Pro is being developed to communicate with SoftPak. It can also be used via mobile phone and connected to a cloud-based database. CR&R employees, City Staff and CR&R customers will be able to obtain access to custom "Dashboards" providing varying levels of details based on the user profile of the captured instance including accessing support and educational resources.

The application is being developed for alerts to be customizable, however CR&R customers would be initially contacted via "hang tag", communicating the nature of the auditor's or driver's findings. A "QR code" and website will be available for customers to view further information, including photos, state and city mandates, and access to educational resources. Resolution

of the issue would be based on follow-up education and further communication via CR&R staff, but dependent on the specific situation and cause for the driver or auditor's findings.

One primary goal of Audit Pro is to provide information in "real-time", so CR&R Customer Service, Sustainability Coordinators, or CR&R customers have information and access to the event as soon as the driver or auditor documents via the application. A second primary goal of Audit Pro is to maintain a database and ensure information is easily accessible in one location and available to the City for SB 1383 reporting requirements.

# ATTACHMENT G

## Contractor-Furnished Personnel and Names of Key Personnel

CR&R Key Personnel Assigned to the City of Laguna Beach

| | |
|---|---|
| **General Manager** | Royden Fujimori |
| **Operations Manager** | Norma Zarate |
| **Contractor's Representative for Legal and Official Notices and Contacts** | Julie Barreda |
| **Manager of Sustainability Coordinator** | Mike Carey |
| **Senior Manager(s) Responsible for Marketing of Compost from Food Scraps/Yard Trimmings** | Mike Silva |
| **Operations and Customer Liaison to the City** | Mike Silva/Julie Barreda |
| **Dedicated Route Supervisor** | Filiberto Hernandez |
| **Customer Service Manager** | Elisa Bene |
| **Maintenance Supervisor** | Frank Alvarez |
| **Billing Specialist** | Vanita Salhotra |
| **Reporting and Compliance Supervisor** | Craig Dibley |
| **Enterprise Sustainability Director** | Hashem Shokair |
| **Health and Safety Manager** | Dennis Maisano |

# ATTACHMENT G

## Contractor-Furnished Personnel and Names of Key Personnel

CR&R Executive Leadership

### Clifford R. Ronnenberg, CEO

Mr. Ronnenberg is the founder, owner, Chairman of the Board and Chief Executive Officer of CR&R. He has more than 60 years of experience in the solid waste management business. Since its inception in 1963, Mr. Ronnenberg has grown CR&R into one of the largest and most progressive privately-owned, solid waste management companies in the United States.

Mr. Ronnenberg manages all aspects of the business from the corporate office in Stanton, California. His vision and leadership are the primary reasons why CR&R can offer a comprehensive package of solid waste management services for residential, commercial, and industrial collection including recycling, composting, anaerobic digestion, transfer, engineered municipal solid waste, street sweeping and disposal throughout Southern California.

### David M. Ronnenberg, COO

Mr. Ronnenberg is the Chief Operating Officer and Division President of all Solid Waste operations. In addition, Mr. Ronnenberg is also responsible for our CR Transfer, Haulaway Storage Containers and Recycling and Transportation Divisions. A graduate of the University of Southern California in Finance and Management, Mr. Ronnenberg has used his training and experience exclusively for CR&R and its subsidiaries for over 30 years which has contributed to the growth and expansion of the company.

Mr. Ronnenberg is also responsible for facility management, procurement, dispatching, transportation, production management, product quality, buy-back center operations and cost controls. He presently serves on the CR&R Executive Committee, which is responsible for the overall management and direction of the Company.

### Joyce M. Amato, CFO

Ms. Amato is the Chief Financial Officer and has been employed by CR&R since 1998. Ms. Amato is responsible for managing all aspects of finance, accounting and financial reporting, strategic planning, acquisitions, legal matters, information systems, customer service, corporate administration, and risk management company wide. She has over 30 years' experience in senior

management responsible for the supervision, coordination, and production of financial reporting, information systems design and implementation, and business plans and strategies. Ms. Amato monitors the financial performance of the Company, manages all banking relationships, secures financing, and ensures that the Company's financial statements are in compliance with GAAP.

As Chief Financial Officer, Ms. Amato will be responsible for overseeing all financial reporting, franchise payments, and other reporting requirements as specified in the Franchise Agreement for the City of Laguna Beach.

### CR&R Personnel Assigned to Laguna Beach

CR&R offers the City of Laguna Beach the most experienced solid waste management team in place in Orange County. Together, the senior personnel who will be involved in the transition and administration of the solid waste services on behalf of the City have a total of over 250 years of experience covering all facets of the solid waste industry. Individually, each manager at CR&R has extensive operating experience with a passion for world class customer service and a commitment to safety in every community we service.

Over the years, CR&R has recruited the best of the best in local industry experts. As a result, CR&R's key personnel have more than 100 years of combined experience in direct solid waste management services for the City of Laguna Beach. Beyond our direct experience in the City of Laguna Beach, the entire team consists of industry veterans with experience ranging from effective service transitions, material processing innovation, program implementation, and CalRecycle compliance. Furthermore, all key decision-makers live and work in Southern California and are intimately familiar with the regulatory and environmental standards set by the State and have a personal stake in improving their own communities.

### Julie Barreda, Regional Vice President

Ms. Barreda has worked in the solid waste and recycling industry for 35 years. She has a long history of negotiating and managing large municipal and government contracts. Julie oversees our open market commercial business, along with school districts and government accounts as well. Ms. Barreda collaborates closely with our Customer Service and Operations team to ensure we are providing the highest level of service to our customers and will be the City's direct point of contact for any questions or service needs for this contract. Ms. Barreda received her Bachelor's in

Business Management from the University of Phoenix.

Ms. Barreda will serve as the Contractor's Representative and will be personally responsible for all administrative and contract compliance relating to the City of Laguna Beach agreement.

**Royden Fujimori, General Manager**

Mr. Fujimori is the Regional General Manager for CR&R and is responsible for all aspects of the business including, residential collections, commercial collections, roll off, dispatch, portable storage operations, and post collection.

A graduate of the University of California Irvine, and with over 20 years of industry experience, he is the senior manager for any large operational undertaking. Mr. Fujimori has successfully led more than a dozen large scale customer transitions and has a reputation for thoroughness, leaving no small detail to chance. He also oversees the Industrial Engineering Department and will have direct responsibility for routing.

**Norma Zarate, Operations Manager**

Ms. Zarate is our Operations Manager for North Orange County. She is responsible for all aspects of the operation that services this geographic area. Ms. Zarate currently manages a team of seven route managers that supervise over 150 route employees.

Coming from a transportation family, Norma has over 14 years of industry experience which she has continued to hone her skillsets through a series of increasingly responsible roles at CR&R. Ms. Zarate also has extensive capability in the planning and execution of large and complicated service transitions. Her ability to gain commitment in building a culture of service, safety and performance has earned her a reputation of a true leader.

**Mike Carey, Manager of Sustainability**

Mr. Carey is our Manager of the Sustainability Department and his extensive background in sustainability provides the team with knowledge, coaching, and guidance to ensure compliance with state regulations, including AB 341, AB 1826, and SB 1383.

Prior to joining the CR&R team, he was the manager of the award-winning community nonprofit recycling center at Orange Coast College consisting of thirty-five employees. In addition to managing the day-to-day operations, Mr. Carey was instrumental in implementing numerous

sustainability programs at Coast Community College such as the Green Office Certification Program, and large-scale water conservation and energy programs. His recognized leadership experience in the industry includes Advisory Board member for the U.S. Green Building Council, Board Member for CRRA, and instructor of Environmental Studies.

**Hashem Shokair, Enterprise Sustainability Director**

As CR&R's Enterprise Sustainability Director, Mr. Shokair oversees enterprise-wide initiatives covering California environmental legislative compliance and the uptake and advancement of technology to further enhance CR&R's service offerings. Mr. Shokair carries an in-depth academic background with a Master of Science in Sustainable Environmental Development and Resource Management with his professional experience ranging from operations and logistics, communications, and California recycling mandates.

With more than six years of waste and recycling industry experience, including contract management, public education and outreach program implementation, Mr. Shokair has a strong working knowledge of industry trends and environmental legislative requirements. A central focus is ensuring compliance with Senate Bill 1383, development of proprietary applications and the integration of cloud-based data warehousing and customer-facing dashboards for improved public education and connectivity to customer's diversion programs. Mr. Shokair works closely with CR&R's IT, Operations, Customer Service and Sustainability Departments.

**Michael J. Silva, Senior Vice President**

Mr. Silva brings more than thirty-five years of senior level solid waste management experience to his role as Project Manager with CR&R. With expertise in technology development and construction management, Mr. Silva helped to design and construct the first solid waste processing facility in the country in 1992. He also led the team that developed the 3-cart fully automated collection system for the City of Temecula, which has since become the "gold standard". Over the years, Mr. Silva has built several transfer stations and material recovery facilities. Most recently he completed the largest anaerobic digestion plant in the country, and the first and only Engineered Municipal Solid Waste facility in California. This facility converts trash bound for the landfill into a coal substitute, which is 75% cleaner.

Mr. Silva earned a bachelor's degree in Civil Engineering and Engineering Management from

University of the Pacific, and a Master's in Civil Engineering from Stanford University.

### Filiberto Hernandez, Senior Route Manager

Filiberto (Fili) Hernandez is our Senior Route Manager. He is currently responsible for drivers in the City of Lake Forest. His past experience includes route management in the City of Orange, Tustin, Newport Beach, and Westminster. He has been part of the CR&R team for over 15 years and has over 25 years of experience in the waste industry. This includes 22 years of commercial driving and over 10 years as a route manager.

Mr. Hernandez has been a vital part of the growth of our Lampson operating site. Besides a major contributor in the daily operations, he has been part of the new contract rollout teams in Orange, Lake Forest, La Habra, Newport Beach, Westminster, and Artesia. His first-hand experience gives him the ability to plan, organize and manage the work of his drivers to ensure that the service is delivered in a consistent and safe manner.

### Elisa Bene, Customer Service Manager

Ms. Bene is responsible for ensuring the Customer Service Department is operating efficiently and meeting or exceeding service levels, monitoring telephone calls to review the quality of the work performed, providing feedback, and coaching the representatives on areas that need improvement and recognizing areas of excellence. In addition, Ms. Bene reviews and tracks work orders for accuracy and provides progressive training for the Customer Service Representatives on the various skill sets required.

Ms. Bene also provides customer feedback or issues to senior management on a regular basis. She establishes good working relationships with City personnel and responds promptly to City requests. Ms. Bene will be part of the transition team and ongoing management for the City of Laguna Beach.

### Frank Alvarez, Fleet Manager

Mr. Alvarez manages CR&R fleet operations for maintenance and vehicle purchases. He oversees the shop managers for each operation site to ensure CR&R's fleet is to the highest standards with all maintenance performed on a strict schedule and in conformance with the California Highway Patrol (CHP) Terminal Inspection procedures. Mr. Alvarez oversees all aspects of CHP inspections

for operational sites. Mr. Alvarez has over thirty years' experience in fleet maintenance and purchasing for CR&R. He will be responsible for vehicle procurement for the City of Laguna Beach agreement. He works closely with operations manager Norma Zarate to be responsive to any vehicle related matters as they arise.

### Dennis Maisano, Safety Director

Mr. Maisano joined CR&R as the Corporate Health & Safety Manager in March 2018 after retiring as a Sergeant from Irvine Police Department, serving over 29 years in law enforcement. He worked in multiple assignments as a traffic officer, commercial enforcement officer and supervised the Major Accident Investigation Team (M.A.I.T.).

### Vanita Salhotra, Billing Specialist

Ms. Salhotra supervises our billing, accounts payable and receivables teams. She ensures billing processing accuracy and works within our accounting department to standardize methods and implement new procedures to improve quality and efficiency.

Ms. Salhotra maintains billing system software functionality and conducts monthly billing meetings among other departments. She will be responsible for overseeing the transition of Laguna Beach accounts to the CR&R billing system.

### Craig Dibley, Sustainability Lead

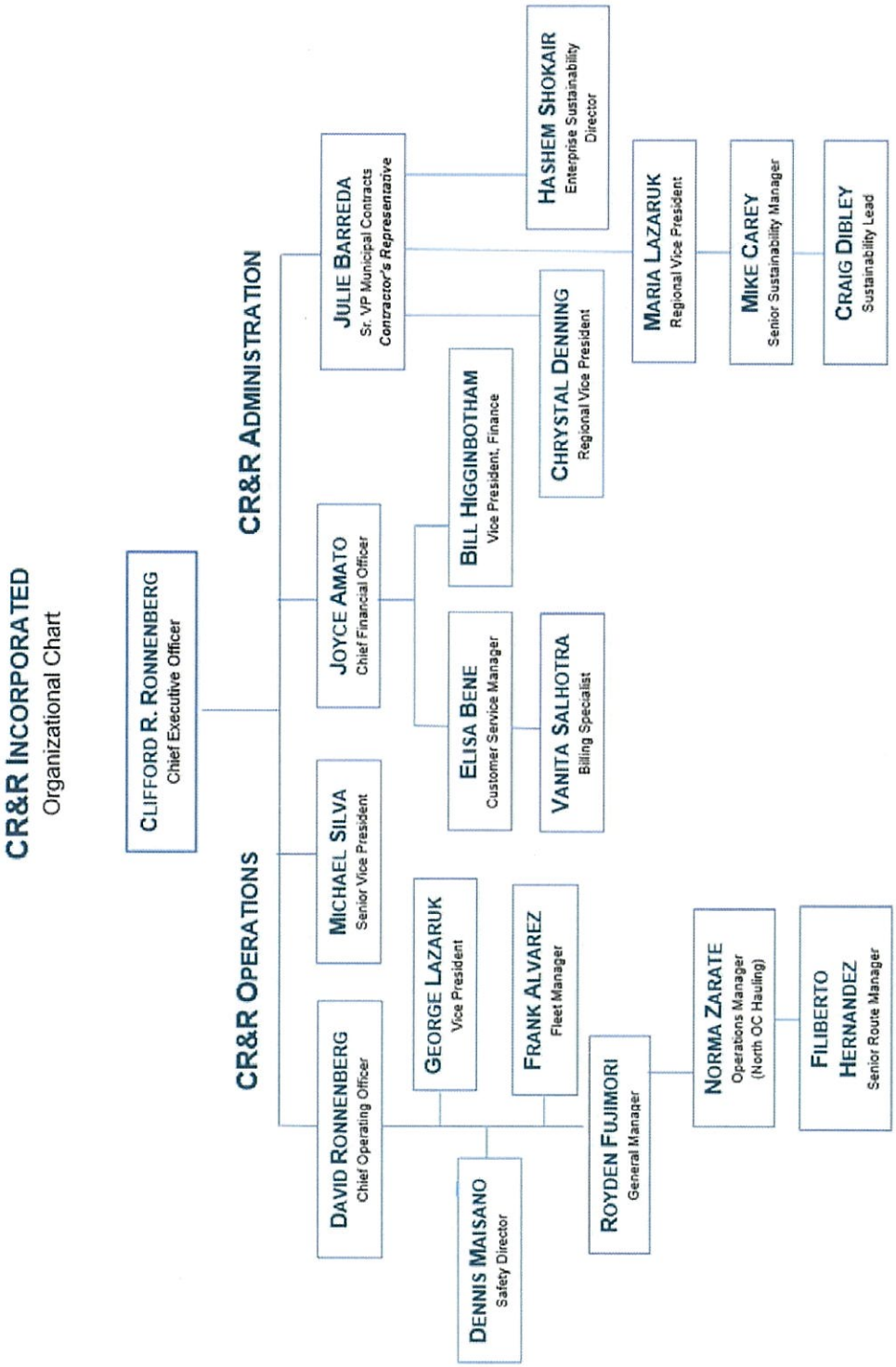
Mr. Craig Dibley is one of our Sustainability Leads for department and is instrumental in training and coaching new sustainability team members. In addition, he is responsible for generating all compliance reports to track the progress and program implementations for several cities we serve. He supports the department goals towards achieving full compliance with AB 341 and AB 1826, and SB 1383. Mr. Dibley has implemented many successful recycling and food waste programs through training and outreach.

Mr. Dibley received his Bachelor of Science degree in International Business from California State University Long Beach. His dedication for sustainability motivates him to continuously engage the through various community events and organizations to ensure recycling becomes a lifestyle.

# ATTACHMENT G

## Contractor Furnished Personnel and Names of Key Personnel

**Structure of Project Team:**



## ATTACHMENT G

## Contractor Furnished Personnel and Names of Key Personnel

**Office and Management Headcount (Number of FTE):**

| Position Description | Number of FTE |
|---|---|
| Operations Manager | 0.12 |
| Sustainability Coordinator (Agreement Section 7.05.H) | 1.00 |
| Operations and Customer Liaison to the City (Agreement Section 7.05.I) * | 0.33 |
| Senior Manager(s) Responsible for Marketing of Compost from Food Scraps/Yard Trimmings (Agreement Section 7.05.M) * | .0.2 |
| Dedicated Route Supervisor (Agreement Section 7.05.N) * | 1.00 |
| Customer Service Representatives | 0.58 |
| Dispatchers | 0.24 |
| General Manager | 0.05 |
| Senior Manager(s) Responsible for Marketing of Food Scraps/Yard Trimmings/Compost Products | 0.02 |
| Office Manager | N/A |
| Route Manager | N/A |

## ATTACHMENT G

## Contractor Furnished Personnel and Names of Key Personnel

### Collection and Transportation Headcount:

| Labor Category | Number of FTE: |
|---|---|
| **Residential Collection** | |
| MSW Drivers | 2.75 |
| Recycling Drivers | 2.25 |
| Co-collection Food Scraps and Yard Trimmings Drivers | 1.5 |
| Hard-to-Service Driver(s) | (Included with MSW Drivers) |
| Residential Route Manager(s) | 0.61 |
| Other Residential Driver: | - |
| Other Residential Driver: | - |
| TOTAL RESIDENTIAL DRIVERS (Excludes RM) | 6.50 |
| **Commercial and Multi-Family Collection** | |
| MSW Drivers | 2.25 |
| MSW Helpers | - |
| Recycling Drivers (Single Stream) | 1.00 |
| Recycling Helpers (Single Stream) | - |
| Source-Separated Food Scraps Drivers | 0.25 |
| Source-Separated Food Scraps Helpers | - |
| Co-collection Food Scraps and Yard Trimmings Driver(s) | (Included Above) |
| Source-Separated Yard Trimmings Driver(s) | (Included Above) |
| Commercial/Multi-Family Route Manager(s) | 0.34 |
| Other Com/MF Driver: | - |
| Other Com/MF Driver: | - |
| TOTAL COMMERCIAL/MULTI-FAMILY DRIVERS (Excludes RM) | 3.50 |

## ATTACHMENT G

### Contractor Furnished Personnel and Names of Key Personnel

**Collection and Transportation Headcount (continued):**

| Labor Category | Number of FTE: |
|---|---|
| **Roll-Off Collection** | |
| Roll-Off Driver(s) | 0.50 |
| Roll-Off Route Manager(s) | 0.05 |
| Other Roll-Off Drivers: | - |
| TOTAL ROLL-OFF DRIVERS (Excludes RM) | 0.50 |
| **Miscellaneous Drivers and Support** | |
| Relief Drivers & Spares | 1.00 |
| Box Truck Drivers | - |
| Bulky Route Driver(s) | 0.25 |
| HHW Route Driver(s) | 0.10 |
| Container Delivery Driver(s) | 0.20 |
| Scout Service Driver(s) | 0.25 |
| Mechanics | - |
| Mechanics Helpers | - |
| Other Misc. and Support: | - |
| TOTAL MISC AND SUPPORT | 1.80 |
| **TOTAL PROPOSED COLLECTION/TRANSPORTATION HEADCOUNT** | 13.30 |

# ATTACHMENT H

## Textile Recycling Program

**Textile Recycling Program:**

According to the Council for Textile Recycling, only 15 percent of textiles are donated or recycled. This means that 85 percent of textiles generated each year end up in landfills. The Laguna each Textile Recycling Program represents a significant opportunity for the City to reduce its climate impact by offering residents a convenient solution for textile donations.

CR&R will provide a curbside textile recycling service in the City of Laguna Beach two (2) times per year. CR&R will collect the textiles from residents and deliver the materials to Goodwill Industries of Orange County to ensure that residents and communities benefit from the donated textiles. Goodwill Industries is committed ensuring the highest and best use of the textiles. The textiles will be processed for resale at one of Goodwill's Orange County locations.

The textile collection events will be marketed and promoted through the CR&R website, billing inserts, and emails. The outreach will raise awareness about the impacts of textile production and consumption; describe the magnitude of the problem and the difference residents can make by participating in the program; and offer helpful information regarding the variety of materials that can be donated, including household items such as drapes, tablecloths and bedding, clothing, and other items made of thread, yarn, fabric, or cloth. Residents will be notified of the dates of collection and the process for appropriate participation in the textile recycling event, including how to bag and label the textiles, where to place the textiles, and how to obtain a receipt for tax purposes.

Residents will be instructed to place textiles in bags and leave the bags on their front porch or in front of their garage on their designated collection day. CR&R drivers, assisted by a Goodwill Industries employee, will collect the textiles, and deliver them to Goodwill Industries for processing.

Goodwill Industries is an ideal partner for the reuse of materials collected through the Textile Recycling Program and offers benefits to the City including employment opportunities. CR&R considers this an excellent opportunity to connect any City of Laguna Beach residents, including veterans and disabled community members, with appropriate job openings within their organization.

A letter from Goodwill Industries regarding this textile recycling program is provided on the following page.

## ATTACHMENT H

### Textile Recycling Program

Goodwill of Orange County
410 N Fairview
Santa Ana CA 92703
ocgoodwill.org

November 10, 2022

Michael Silva
CR&R
11292 Western Ave.
Stanton, Calif. 90680

Dear Mr. Silva:

Thank you for considering Goodwill Industries of Orange County (GIOC) in your proposed project to collect and divert textile material through GIOC's existing social enterprise business.

We would be interested in working on a pilot program together with CR&R in 2023.

Please include my team on all appropriate correspondences so that we can plan this great opportunity together.

Sincerely,

Vanessa Bañuelos-Dawson
Donations and Sustainability Manager
Goodwill of Orange County

TAX ID # 95-1644018

# Attachment I: Landfill Contract with County of Orange

ORANGE COUNTY
OC Waste & Recycling
Our Community. Our Commitment

Michael B. Giancola, Director
300 N. Flower Street, Suite 400
Santa Ana, CA 92703

www.oclandfills.com
Telephone: (714) 834-4000
Fax: (714) 834-4183

Memorandum

RECEIVED
JUL 31 2009
PUBLIC WORKS

Date: July 30, 2009

To: Cities, Facility Operators, and Sanitation Districts

From: Jeff Southern

Subject: Executed copy of Waste Disposal Agreement

Enclosed is your copy of the fully executed Waste Disposal Agreement with the County of Orange OC Waste & Recycling Department. The County maintains two original copies of the document, one at the Clerk of the Board and the other with the Department. Should you have any questions or need any assistance please do not hesitate to call me.

(714) 834-2652

Thank you,

Jeff Southern

WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

And the

CITY OF LAGUNA BEACH

Dated May 19, 2009

County Authorization Date:

March 24, 2009

County Notice Address:

Director
OC Waste & Recycling
300 N. Flower Street, Suite 400
Santa Ana, CA 92703

City Authorization Date:

May 19, 2009

City Notice Address:

City of Laguna Beach
505 Forest Avenue
Laguna Beach, CA 92651

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FORM OF HAULER ACKNOWLEDGEMENT

# WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement, a general law or charter city and political subdivision of the State of California (the "City").

## RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The City, in the exercise of its police power and its powers under the Act, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

In 1997, the City and the County entered in a waste disposal agreement (the "Original WDA"), pursuant to which the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original WDA.

The Original WDA, as amended, will expire by its terms on June 30, 2010, unless the City and the County agree to renew the Original WDA.

The City and the County desire to enter into this agreement to extend, amend and restate the Original WDA, on the terms and conditions set forth herein. The County and City acknowledge that the Original WDA shall remain in full force and effect until the Commencement Date.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Disposal Agreement between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof.

"Applicable Law" means the Act, the Orange County Code, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System, the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"Board" means the California Integrated Waste Management Board.

"Capital Costs" means all costs of the Disposal System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Disposal System reported as "Buildings and Improvements, and Infrastructure" (Object Code 4200) or "Equipment" (Object Code 4000) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified at Cal. Pub. Res. Code Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County);

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or

omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

A "Change in Law" shall include but not be limited to any new or revised requirements relating to the funding or provision of disposal services, including but not limited to any regulations for disposal operations or activities associated with the remediation, closure, funding or monitoring of closed sites with respect to facilities comprising the Disposal System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the city or Sanitary District designated on the cover page or this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City. (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(C) hereof).

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof.

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

(1) Non-Recycled City Acceptable Waste;

(2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and

(3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Plan" means the integrated waste management plan of the County approved by the Board pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Disposal System.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 3 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof.

"Disposal Agreements" means each of the waste disposal agreements entered into between the County and any city within the County, Sanitary District or operator of any Transfer Station located in the County in accordance herewith.

"Disposal Services" means the solid waste disposal services to be provided by the County pursuant to the Service Covenant and otherwise hereunder.

"Disposal System" means the Orange County Waste Disposal System which includes solid waste disposal operations at three active landfills (Olinda Alpha, Frank R. Bowerman and Prima Deshecha); four regional Household Hazardous Waste Collection Centers; as well as services, such as monitoring and other activities at closed refuse stations formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40.

vessels and steel cable; hot loads; and any waste which the Disposal System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Disposal System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Disposal System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of California.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided, however, that this Agreement shall not supersede the following agreements:

1) MOU, dated March 10, 1992, between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill as amended on April 6, 1993 and November 29, 1994;

2) MOU, dated May 11, 1995, between the City of Brea and the County of Orange regarding importation of out-of-County waste to the Olinda Alpha Landfill;

3) Settlement Agreement, dated August 1, 1984, between the City of Irvine and the County of Orange regarding the Bee Canyon Landfill (currently called Frank R. Bowerman Landfill).

4) MOU, dated May 16, 1995, between the City of Irvine and the County of Orange regarding importation of out-of-County waste to the Frank R. Bowerman Landfill;

5) MOU, dated September 12, 1995, and amended November 21, 1995, between the City of San Juan Capistrano and the County of Orange regarding importation of out-of-County waste to the Prima Deshecha Landfill;

6) MOU, dated July 1, 1997, between the City of San Clemente[, the Orange County Flood Control District] and the County of Orange regarding the Prima Deshecha Landfill; and

7) Cooperative Agreement, dated August 15, 2006, between the County and the City of Irvine.

(J) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail. The recitals shall not be used to interpret the provisions of the Agreement.

## ARTICLE II
## REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city validly existing under the Constitution and laws of the State.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries of the County and delivered to the Disposal System.

"Independent Haulers" means those waste collection hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Disposal System pursuant to a franchise, contract, permit or other authorization with a city in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Disposal System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(E).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any city or Sanitary District executing a Disposal Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Plan of Adjustment" means the County's Modified Second Amended Plan of Adjustment, confirmed by the United States Bankruptcy Court Central District of California in that Conformed Order Confirming Modified Second Amended Plan of Adjustment, filed May 17, 1996.

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by the Board, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be:

(1) Of a nature that they must be listed as hazardous in State statutes and regulations;

(2) Toxic/ignitable/corrosive/reactive; and

(3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(B) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 *et seq.*, as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified at Cal. Ann. Health & Safety Code Section 6400 *et seq.*, as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the Term of this Agreement.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before disposal in the Disposal System.

"Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

## ARTICLE III
## DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet the recycling and landfill diversion goals contained in the Act. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Disposal System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Disposal System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Disposal System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Disposal System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Disposal System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to a disposal location selected by the City (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Disposal System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Disposal System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Waste Flow Enforcement. (1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Disposal System pursuant to and in accordance with the Waste Disposal Covenant for disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to: (i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant, (ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and (iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by (x) subtracting the number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (y) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Waste Disposal Agreement as a result of such breach, the damages due as a result of such termination shall be equal to (aa) the average monthly deliveries by the City for the twelve months prior to the commencement of the breach multiplied by (bb) the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by (cc) the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a

Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Disposal System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected, tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste or its collection, transportation, transfer, storage, treatment or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Disposal System of Acceptable Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste to the County hereunder, and shall not permit any Acceptable Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes, after March 30, 2008, solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of (1) receiving and disposing of all Controllable Waste at the Disposal System (or such other facilities, including transfer stations, as the County may determine to use), (2) disposing in accordance with subsection 3.2(C) hereof of Controllable Waste which, at any time and for any reason, is in excess

of the disposal capacity of the Disposal System, and (3) in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to keep the Olinda Alpha, Prima Deshecha and Frank R. Bowerman Landfills open for the receipt of waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Particular Facilities. The Department and the City shall consult and cooperate in determining whether and to what extent from time to time other landfills other than that primarily used by the City shall be utilized to receive Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Disposal System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within 24 hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill primarily used by the City as soon as possible. In the event of a temporary material increase in average daily deliveries of Controllable Waste from the City which the County reasonably believes could result in the permitted daily disposal capacity limit to be exceeded with respect to a particular landfill within the Disposal System, the County shall have the right to redirect the increased Controllable Waste to another landfill within the Disposal System for the duration of the increase in average daily deliveries; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste.

(C) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, the obligations of the County to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;

(3) Waste that does not constitute Acceptable Waste;

(4) Waste that is delivered by any party which has not executed a Waste Disposal Agreement; and

(5) Controllable Waste consisting primarily of construction and demolition debris or inerts which may cause a particular facility's daily tonnage limit to be exceeded.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Disposal System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Disposal System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Disposal System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Disposal System has not been designed or permitted, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Disposal System.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any landfill within the Disposal System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a landfill within the Disposal System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any landfill within the Disposal System, the Department shall take immediate action in accordance with Applicable Law.

(E) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Disposal System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for services relating to Source-Separated Household Hazardous Waste with respect to cities which are not parties to a Disposal Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Disposal System's viability; provided, however, if the County chooses to reduce services, the County shall nonetheless continue to expend funds for the Source-Separated Household Hazardous Waste Disposal System each year during the term of this Agreement in an amount at least equal to the amount of funds expended for the Source-Separated Household Hazardous Waste Disposal System during fiscal year 2006-07 as adjusted by changes in the Producer Price Index.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE. Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such waste, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Disposal System open for the receiving of Controllable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Disposal System. The County shall utilize best efforts to maintain substantially similar hours, as were in effect on January 2, 2009, for the receipt of waste through the term of this Agreement (subject to Applicable Law).

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Disposal System. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either party may designate a successor or substitute Service Coordinator at any time by notice to the other party.

(D) Review of Records. Each party may review the other party's books and records with respect to matters relevant to the performance by either party under this Agreement or otherwise related to the operation of the Disposal System to the extent allowed under the California Public Records Act (interpreted as if the parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before [ , 2009]. On or before [120 DAYS AFTER BOARD APPROVAL], the County shall have the right to enter into waste disposal agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Sanitary Districts, Transfer Stations and Independent Haulers, which waste disposal agreements shall have terms and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After [ , 2009. After [120 DAYS AFTER BOARD APPROVAL], the County shall have the right to enter into waste disposal agreements with Orange County entities, including any city, Sanitary District, Transfer Station and Independent Hauler, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Posted Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Disposal System to establish a Posted Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Posted Disposal Rate be equal to or less than the Contract Rate. In addition, the County shall reserve the right in any such waste disposal agreement at any time, to the extent permitted by Applicable Law, to refuse to receive and dispose of Acceptable Waste from any city, County Sanitary District, Transfer Station and Independent Hauler if and to the extent that such receipt and disposal may materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the Disposal Agreements to which each is a party.

(C) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. The term of any such agreement for the disposal of Imported Acceptable Waste shall end by the later to occur of (i) December 31, 2015 or (ii) the date on which County general purpose revenues are no longer expended to pay debt service on the Orange County Public

Financing Authority Lease Revenue Refunding Bonds Series 2005, but in no event later than the last day of the fiscal year commencing July 1, 2015.

(D) Self Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Disposal System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Application and Use of Revenues From Other Users. All revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System, shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County's Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) ("Net Import Revenues") from the disposal of Imported Acceptable Waste by the Disposal System, and such Net Import Revenues may be used for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. The parties acknowledge that their intention in determining to allow the importation of Imported Acceptable Waste for disposal by the Disposal System is to stabilize the Contract Rate at rates below those which would otherwise prevail in the absence of such importation.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling Services. This Agreement does not require the County to provide for any source reduction, materials recovery, recycling, composting, or other waste diversion services by the County nor any payment therefor by the City, by Franchise Haulers or by ratepayers; provided, however, any County-Wide Recycling Services may be funded through the County OC Waste & Recycling Enterprise Fund. Any such recycling services may be expanded, contracted or modified by the County at any time in its sole discretion.

(B) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Sanitary Districts, Transfer Stations, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the Disposal Agreements and shall not be funded through the general revenues of the Disposal System.

## ARTICLE IV
## CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance and disposal of Controllable Waste delivered to the System by any Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each Franchise Hauler shall be (x) $22.00 per ton from the Commencement Date through June 30, 2010, and (y) $29.95 per ton on and after July 1, 2010, in both cases contingent on the delivery to the Disposal System of an amount of Acceptable Waste at

least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or state statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3; or

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) average annual inflation prior to July 1, 2010 in excess of the levels set forth in Section 4.2(H) and escalation pursuant to Section 4.2(F);

(v) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Changes in Law; or

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii) or (iii) above the County shall utilize the following remedies in the following order of priority:

(x) reduce the costs of operating the Disposal System to the extent practicable; and

(y) utilize Unrestricted Reserves to pay costs of the Disposal System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (iv), (v) or (vi) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that it will evaluate the feasibility of long term financing for significant capital costs where appropriate.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Disposal System to the extent practicable;

(ii) utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Disposal System;

(iii) utilize Unrestricted Reserves to pay costs of the Disposal System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on 60 days written

notice to the City. In addition, in the event that actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of accepting such hard to handle materials. In addition, in the event that the Board of Supervisors of the County makes a determination to implement a facility (including but not limited to a transfer station, landfill, conversion technology facility, or a materials recovery or processing facility), which facility would be intended to provide for disposal alternatives after the closure of one or more of the landfills currently operating within the Disposal System, the County may impose an additional charge of $0.50 per ton of Acceptable Waste in order to pay the costs of the study, development, planning, construction and/or operation of such facility.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I).

(F) Escalation. The Contract Rate shall be adjusted each July 1, beginning July 1, 2011. The change will be equal to the positive percentage change in the Consumer Price Index – All Urban Consumers, U.S. city average, All items, Not Seasonally Adjusted, Series ID CUUR0000SA0 ("CPI") as measured from the October 21 months prior to the rate adjustment to the October immediately preceding the rate adjustment. For example: The July 1, 2011 rate adjustment shall be based upon the index change from October 2009, to October 2010, referred to as year 1 and year 2 respectively in the following example .

Formula to calculate percentage change in the Contract Rate:

Step 1:

$$\left[ \frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}} \right] - 1 = \% \text{ increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2011, the County shall provide the City with notice of the adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County will calculate the new Contract Rate each year.

In the event that the change in the CPI is negative, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the CPI is measured as follows: October 2009 = 205, October 2010 = 204, October 2011 = 201, October 2012 = 208, then there would be no adjustment in July 2011, or July 2012, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2013.

Adjustments pursuant to this Section 4.2(F) shall not require compliance with the provisions of Section 4.2(I).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by state, federal or other agencies (i.e., the State's Integrated Waste Management fee, which is currently $1.40 per ton). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) Calculation of Cumulative Inflation Rate. For purposes of Section 4.2(A)(iv) for adjustments prior to July 1, 2011, the inflation shall be calculated as the change in the CPI between July of the year of calculation and July 1, 2008. Inflation shall be deemed to exceed the levels set forth below if the ratio between the CPI for July for the year of calculation (calculated in accordance with the formula below) and July 2008 exceeds the ratio corresponding to such year of calculation on the table below. The ratio shall be calculated in accordance with the following formula:

(July CPI of calculation year / CPI for July 2008)

| *Year of Calculation* | *Ratio* |
|---|---|
| July 1, 2008 | 1.0000 |
| July 1, 2009 | 1.0356 |
| July 1, 2010 | 1.0723 |

In the event the CPI is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics or otherwise generally accepted as a replacement for CPI shall be used for purposes of this Agreement. In the event of an adjustment to the Contract Rate pursuant to this section 4.2(H), such adjustment shall be applied to the Contract Rate effective until June 30, 2010, and the Contract Rate effective July 1, 2010.

Adjustments pursuant to this Section 4.2(H) shall not require compliance with the provisions of Section 4.2(I).

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least 90 days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least 45 days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Disposal System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least 10 days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for

consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within 30 days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within 45 days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) days of filing the Action, the Challenging Cities shall personally serve on the County Counsel both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, the County Counsel shall execute the Expedited Rate Determination Stipulation and personally serve upon the Challenging Cities through their counsel of record the Expedited Rate Determination Stipulation and its answer to the complaint in the Action. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The City and the County mutually agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq.*, or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly make *ex parte* application to the Orange County Superior Court in the Action for the issuance of the order contained in the Expedited Rate Determination Stipulation. At such *ex parte* application, the County and the Challenging Cities shall also seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the court and personally serve upon the County the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County

Waste Commission, the transcript of the proceedings of the Board of Supervisors meeting and the Orange County Waste Commission, the minutes of the Board of Supervisors and the Orange County Waste Commission meeting, and the resolution and/or other documentation evidencing action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and personally serve upon the Challenging Cities the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and personally serve upon the County a rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a hearing which shall be conducted at the date set by the court in the *ex parte* hearing conducted pursuant to Section 4.2(J)(4) or such other date and time ordered by the court. If the court requests the parties to prepare supplemental briefs in response to any question or issue raised by the court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The court shall issue its written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination.

(11) If the court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within 30 days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the highest percentage rate that does not constitute usury under California laws. Such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve months) reasonably calculated to provide full reimbursement of the amounts described above.

(12) If for any reason the court does not sign the order contained in the Expedited Rate Determination Stipulation, the City shall, within 30 days of the court's denial of such requested order, file with the court and personally serve upon the County a motion for summary judgment and/or motion for judgment on the pleadings, in accordance with Code of Civil Procedure Section 437(c) and 438. By executing this Agreement, the parties hereby stipulate that, in the event that the Challenging Cities file such summary judgment motion and/or motion for judgment on the pleadings, the Record shall be deemed to have been incorporated into the complaint and answer filed by the Challenging Cities and the County, and no evidence outside of the Record is relevant or material to the dispute raised in the Expedited Rate Determination. The briefing schedule and hearing on such motion for summary judgment and/or motion for judgment on the pleadings shall be in accordance with Code of Civil Procedure Section 437(c). The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12).

(13) In the event that the court both does not sign the order contained in the Expedited Rate Determination Stipulation and either does not hear or does not issue a ruling on the merits on the motion for summary judgment and/or judgment on the pleadings which is dispositive of the issues, claims and causes of action in the complaint filed by the Challenging Cities, the County and the Challenging Cities shall, within twenty days following the issuance of the Court's order or decision not to honor the parties' stipulation or not to hear the parties' motion for summary judgment, make application to the Presiding Judge of the Orange County

Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (13). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the court, to a new trial after the court renders a decision, and to any appeal or review of the decision of the court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Disposal System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law. To the extent provided in Section 7.5 hereof, the obligation of the City for such Contract Rates shall be limited to amounts in the City's Solid Waste Enterprise Fund. From the Commencement Date to the date of expiration or termination of this Agreement, the obligation to the City to pay the Contract Rate, to the extent the City rather than Franchise Haulers is responsible directly for payment and provided that the Service Covenant has been complied with, shall be absolute and unconditional and shall not be subject to delay or diminution by reason of set-off, abatement, counterclaim, existence of a dispute or otherwise.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers other than City municipal collection forces, the obligation to pay the Contract Rate shall rest with such Franchise Haulers and not with the City and, unless the City has agreed with the County to be responsible for Franchise Hauler payments, the City shall not be financially responsible for any delay or failure by such Franchise Hauler to pay the Contract Rate or any portion thereof when due. In the event of any such failure, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within 30 days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within 30 days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE. The County shall continue to bill Contract Rates after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Disposal System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Disposal System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Disposal System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with

Unrestricted Reserves or other funds of the County attributable to the Disposal System. "Restricted Reserves" shall include, but not be limited to, the following:

(i) reserves for closure of components of the Disposal System to the extent required by Applicable Law;

(ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Disposal System;

(iii) reserves established to protect the Disposal System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);

(iv) amounts reserved to pay the costs of capital improvements with respect to the Disposal System;

(v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;

(vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to the State Integrated Waste Management Board);

(vii) reserves required to meet bond covenants pursuant to financing agreements for Disposal System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;

(viii) security deposits from landfill deferred payment program users;

(ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);

(x) AB939 surcharges;

(xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and

(xii) an amount equal to three months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Disposal System, the Disposal Services, and the fiscal activities of the County OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the County OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Disposal System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;

2. Imported Acceptable Waste, in tons;

3. Revenues and expenditures;

4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System.

5. Projected liabilities for closure and post closure as well as reasonable reserves for other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Disposal System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

## ARTICLE V
## BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The parties agree that in the event either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon 90 days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the

County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the City substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

SECTION 5.5 FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Disposal System or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California having appropriate jurisdiction.

## ARTICLE VI
## TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2020, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2018, for an additional term of ten years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2017. If the parties do not renew this Agreement by June 30, 2018, the Agreement shall expire on June 30, 2020.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2018, negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the

Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

(i) actual cost of operations;

(ii) population growth;

(iii) increase or decrease in available tonnage;

(iv) economic and disposal market conditions in the Southern California region;

(v) changes in transportation and technology;

(vi) closure and expansion of nearby landfills;

(vii) capacity of the Disposal System; and

(viii) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 5.5, 7.2, 7.3, 7.5, 7.7, 7.8, 7.9, and 7.10 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The parties acknowledge that the Disposal Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the participation threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Disposal Agreements shall exceed 85% percent (using the percentage rates attributed to such Cities in Appendix 1). Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the cities which have theretofore executed Disposal Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City. If any such City executes a Disposal Agreement and meets the applicable condition provided in subsection 6.2(B) hereof within 180 days following the date of its municipal incorporation, then such City shall be entitled to execute a Waste Disposal Agreement on substantially the same terms and conditions as this Agreement (including the Contract Rate), notwithstanding the limitations contained in Section 3.6(B).

(E) Failure of Condition. If by _____ [120 DAYS AFTER BOARD APPROVAL], or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date. Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement is terminated pursuant to this Section, the provisions of the Original WDA shall remain in full force and effect on the terms and conditions set forth therein.

## ARTICLE VII
## GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Disposal System in accordance with Applicable Law and the operating rules and regulations of the Department.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Disposal System. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Disposal Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the

Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable state statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine that because of conflict or any other reason that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement whether the County or the City provides legal counsel. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the County in the defense.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. Except in the event the City has not established or maintained a City Solid Waste Enterprise Fund, no recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in any such Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any party hereto may have to or against the other party as of the Contract Date relating to the disposal of waste in the Disposal System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Disposal System by reason of this Agreement

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting Acceptable Waste or processing it for diversion from landfill, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be its sole liability, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.

SECTION 7.11 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT. (A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning party.

(B) Sale. The County shall not enter into any agreement for the sale of the Disposal System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date 7/9/09

By _____
Director, OC Waste & Recycling

Date 7-7-09

By _____
Kenneth Frank
City Manager
City of Laguna Beach

Date _____

By N/A
[NAME]
City Representative
City of Laguna Beach

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date 07.27.09

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTION 6.2(b)

| Jurisdiction | Percentage of County Acceptable Waste |
|---|---|
| Anaheim | 13.4% |
| Santa Ana | 10.6% |
| Irvine | 7.5% |
| Huntington Beach | 6.0% |
| Orange | 5.8% |
| Garden Grove | 5.1% |
| Fullerton | 4.5% |
| Unincorporated Orange County [1] | 4.3% |
| Costa Mesa | 3.6% |
| Newport Beach | 3.0% |
| Lake Forest | 2.6% |
| Buena Park | 2.5% |
| Mission Viejo | 2.3% |
| Westminster | 2.3% |
| Yorba Linda | 2.3% |
| Brea | 2.1% |
| Tustin | 2.0% |
| Cypress | 1.9% |
| La Habra | 1.8% |
| San Clemente | 1.7% |
| Fountain Valley | 1.6% |
| Laguna Niguel | 1.6% |
| Placentia | 1.6% |
| San Juan Capistrano | 1.6% |
| Laguna Beach | 1.4% |
| Dana Point | 1.2% |
| Stanton | 1.1% |
| Rancho Santa Margarita | 1.0% |
| Laguna Hills | 0.9% |
| Seal Beach | 0.8% |
| Aliso Viejo | 0.7% |
| Los Alamitos | 0.5% |
| La Palma | 0.3% |
| Laguna Woods | 0.2% |
| Villa Park | 0.2% |
| Total | 100% |

(1) Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement.
(2) A Participating City will only be included for purposing of determining the Commencement Date upon (i) execution of a Waste Disposal Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City

APPENDIX 2

CUMULATIVE TONNAGE TARGETS

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used
for Purposes of Section 4.2 (B)

| *Fiscal Year* | *County Acceptable Waste Tonnage* | *Cumulative County Acceptable Waste Tonnage* |
|---|---|---|
| FY 2008-09 | 3,170,387 | 3,170,387 |
| FY 2009-10 | 3,092,806 | 6,263,193 |
| FY 2010-11 | 3,185,590 | 9,448,783 |
| FY 2011-12 | 3,344,870 | 12,793,653 |
| FY 2012-13 | 3,445,216 | 16,238,869 |
| FY 2013-14 | 3,514,120 | 19,752,989 |
| FY 2014-15 | 3,549,262 | 23,302,251 |
| FY 2015-16 | 3,565,608 | 26,867,859 |
| FY 2016-17 | 3,582,033 | 30,449,892 |
| FY 2017-18 | 3,598,535 | 34,048,427 |
| FY 2018-19 | 3,615,115 | 37,663,542 |
| FY 2019-20 | 3,631,774 | 41,295,316 |

APPENDIX 3
CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi

| Fiscal Year (ending June 30) | Annual Capital Costs | Cumulative Capital Costs |
|---|---|---|
| 2009 | $37,939,538 | $37,939,538 |
| 2010 | $59,343,405 | $97,282,943 |
| 2011 | $10,433,978 | $107,716,921 |
| 2012 | $13,678,113 | $121,395,034 |
| 2013 | $17,525,040 | $138,920,074 |
| 2014 | $11,259,518 | $150,179,592 |
| 2015 | $37,682,758 | $187,862,350 |
| 2016 | $5,068,800 | $192,931,150 |
| 2017 | $10,662,265 | $203,593,415 |
| 2018 | $29,397,698 | $232,991,113 |
| 2019 | $8,263,795 | $241,254,908 |
| 2020 | $45,103,805 | $286,358,713 |

APPENDIX 4

FORM OF HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of July 7, 2009 (the "Acknowledgment"), by and between the City of Laguna Beach (the "City") and USA Waste of California, Inc., a Delaware Corporation dba Waste Management of Orange County (the "Franchise Hauler").

WITNESSETH

[WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled Amended and Restated Solid Waste Services Agreement, dated as of July 1, 2007 (the "Franchise"); and[

[WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and]]

[WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and]

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of May 19, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 7th day of July, 2009

CITY OF LAGUNA BEACH

Signature: Kenneth Frank

Printed Name: Kenneth Frank

Title: City Manager

USA Waste of California/dba Waste Management of Orange County

Signature:

Printed Name:

Title

AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF LAGUNA BEACH

April 28, 2016

County Amendment Authorization Date:

_____ __, 2016

County Notice Address:

Director
OC Waste and Recycling
300 N. Flower, Suite 400
Santa Ana, CA 92703

City Amendment Authorization Date:

March 29, 2016

City Notice Address

John Pietig, City Manager
City of Laguna Beach
505 Forest Avenue
Laguna Beach, CA 92651

## AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS AMENDMENT TO WASTE DISPOSAL AGREEMENT (the "Amendment") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Amendment, a general law or charter city and political subdivision of the State of California (the "City").

### RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The County has entered into waste disposal agreements in 2009 (the "Original Waste Disposal Agreements") with all of the cities in the County, including the City, as well as certain sanitary districts located in the County (the "Participating Cities"), pursuant to which the County agreed to provide disposal capacity for waste generated in or under the control of the Participating Cities, and the Participating Cities agreed to deliver or cause the delivery of waste generated in or under the control of the Participating Cities to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original Waste Disposal Agreements.

The City has determined that the execution of this Amendment by the City is in the best interest of the City and will serve the public health, safety and welfare by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and sound environmental management.

The County has determined that the execution by the County of this Amendment will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

Section 1. Amendment to Original Waste Disposal Agreement.

(a) Sections 3.6(C) and 3.6(E) of the Original Waste Disposal Agreement are deleted and replaced in their entirety, as set forth below:

"(C) Receipt of Imported Acceptable Waste on a Contract Basis. Throughout the Term hereof, the County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. "

"(E) Application and Use of Revenues From Other Users. (1) Throughout the term hereof, all revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System (including amounts received by the County as a result of the failure of contract counterparties to deliver minimum required amounts of Imported Acceptable Waste) , shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County's Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) ("Net Import Revenues") from the disposal of Imported Acceptable Waste by the Disposal System. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. Net Import Revenues shall be used for the payment of bankruptcy related obligations until payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment. It is estimated that payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment will occur by the end of Fiscal Year 2017-18.

(2) Until the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as provided in Section (3.6)(E)(1). For any period after the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as follows:

(i) in Fiscal Year 2017-18, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of $17.57 per ton;

(ii) in Fiscal Year 2018-19, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported

Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of $18.01 per ton;

(iii) in Fiscal Year 2019-20, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess in excess of $18.46 per ton; and

(iv) thereafter, Net Import Revenues shall be equal to 30% of the revenues received by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located).

(3) After the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full (i) 50% of any Net Import Revenues (as calculated pursuant to Section 3.6(E)(2)) shall be paid to the County General Fund; and (ii) 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 5 for use for any purpose by the Participating City, including but not limited to state mandated solid waste programs. Payments of such amounts to the County General Fund and the Participating Cities shall be made by the County within 90 days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 5.

(4) The percentages set forth in Appendix 5 with respect to each Participating City will be adjusted at the end of Fiscal Year 2019-20 to reflect the percentage of actual deliveries of Acceptable Waste from each Participating City as compared to the total amount of actual deliveries from all of the Participating Cities during Fiscal Years 2017-18, 2018-19, and 2019-20. The County shall notify each Participating City of the revised percentages in Appendix 5 within 120 days after the end of Fiscal Year 2019-20. The revised percentages will be used for the allocation of Net Import Revenues generated during Fiscal Year 2020-21 and thereafter.

(b) Section 4.2(A)(z) is added to the Original Waste Disposal Agreement (immediately following Section 4.2(A)(y)) as follows:

"(z) decrease the amount of Net Import Revenues otherwise payable to the County General Fund and the Participating Cities pursuant to Section 3.6(E)(2) and Section 3.6(E)(3) and use the amount of such decrease to pay costs of the Disposal System."

(c) Section 6.1(A) and Section 6.1(B) of the Original Waste Disposal Agreement are deleted and replaced in their entirety with the following:

"SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall continue in full force and effect until June 30, 2025, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2023, for an additional term of ten years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2022. If the parties do not renew this Agreement by June 30, 2023, the Agreement shall expire on June 30, 2025."

(d) The first sentence of Section 6.1(C) of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the following:

"In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2023, negotiate an applicable change in the Contract Rate for such renewal term."

(e) Appendix 2 of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the form attached hereto.

(f) Appendix 5 shall be added to the Original Waste Disposal Agreement as a new appendix, in the form attached hereto.

(g) All other terms and conditions of the Original Waste Disposal Agreement shall remain in full force and effect.

Section 2. Initial Payment. As consideration for the execution of this Amendment by all of the Participating Cities, and subject to the occurrence of the Amendment Effective Date pursuant to Section 3, the County agrees to pay, from the County OC Waste & Recycling Enterprise Fund, the Amendment Payment to the Participating Cities listed in Appendix 5. The aggregate Amendment Payment shall be $5,400,000, and shall be distributed to the individual Participating Cities (including the City) in the percentages set forth in Appendix 5 by September 30, 2016.

Section 3. Effectiveness of Amendment. The provisions of this Amendment shall not become effective unless and until the Amendment has been executed by the County and all of the Participating Cities. The date on which the County and all of the Participating Cities have executed the Amendment shall be the "Amendment Effective Date." The County shall give written notice of the Amendment Effective Date to the City. In the event that the Amendment Effective Date does not occur by June 30, 2016, this Amendment shall be automatically terminated and the County shall have no obligation to make the Amendment Payment.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES. Each of the parties to this Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and (ii) it has duly authorized the execution and delivery of this Amendment, and has duly executed and delivered the Amendment.

All other terms and conditions of the 2009 Original Waste Disposal Agreement not specifically changed by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date 4/28/16

By _____
Director, OC Waste & Recycling

CITY OF LAGUNA BEACH

Date _____

By _____
John Pietig, City Manager
City of Laguna Beach

ATTEST:

By _____
Lisette Chel-Walker, City Clerk
City of Laguna Beach

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____
James Steinmann, Deputy

## APPENDIX 2

**County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(b)**

| Fiscal Year | Tonnage | Cumulative |
|---|---|---|
| FY 2015-16 | 2,724,250 | 2,724,250 |
| FY 2016-17 | 2,681,153 | 5,405,403 |
| FY 2017-18 | 2,638,746 | 8,044,149 |
| FY 2018-19 | 2,597,017 | 10,641,166 |
| FY 2019-20 | 2,558,522 | 13,199,688 |
| FY 2020-21 | 2,520,605 | 15,720,293 |
| FY 2021-22 | 2,483,256 | 18,203,549 |
| FY 2022-23 | 2,483,256 | 20,686,805 |
| FY 2023-24 | 2,483,256 | 23,170,061 |
| FY 2024-25 | 2,483,256 | 25,653,317 |

## APPENDIX 5

## PARTICIPATING CITY ALLOCATION PURSUANT TO SECTION 3.6

| City | Allocation Percentage for Purposes of Section 3.6 | Allocation of Initial Payment |
|---|---|---|
| Anaheim | 13.18% | $711,509 |
| Aliso Viejo | 0.67 | 36,416 |
| Buena Park | 2.34 | 126,275 |
| Brea | 2.28 | 123,085 |
| Costa Mesa | 2.18 | 117,936 |
| Costa Mesa Sanitary District | 1.48 | 79,976 |
| Cypress | 2.56 | 138,115 |
| Dana Point | 0.99 | 53,278 |
| Fullerton | 4.10 | 221,271 |
| Fountain Valley | 1.76 | 95,217 |
| Garden Grove/ GG Sanitary District | 7.17 | 387,197 |
| Huntington Beach | 6.13 | 330,807 |
| Irvine | 8.22 | 444,036 |
| Laguna Beach | 1.14 | 61,796 |
| Laguna Hills | 0.74 | 40,098 |
| Laguna Niguel | 1.36 | 73,341 |
| Laguna Woods | 0.41 | 22,274 |
| La Habra | 1.69 | 91,431 |
| Lake Forest | 2.45 | 132,214 |
| La Palma | 0.32 | 17,325 |
| Los Alamitos | 0.58 | 31,362 |
| Mission Viejo | 2.42 | 130,902 |
| Newport Beach | 3.68 | 198,946 |
| Orange | 4.90 | 264,468 |
| Placentia | 1.58 | 85,116 |
| Rancho Santa Margarita | 1.11 | 60,009 |
| Santa Ana | 10.60 | 572,184 |
| San Clemente | 1.40 | 75,728 |
| San Juan Capistrano | 1.23 | 66,420 |
| Seal Beach | 0.82 | 44,292 |
| Stanton | 1.62 | 87,287 |
| Tustin | 1.42 | 76,648 |
| Villa Park | 0.21 | 11,081 |
| Midway City Sanitary District (Westminster) | 2.13 | 114,893 |
| Yorba Linda | 1.78 | 96,344 |
| County Unincorporated | 3.35 | 180,723 |
| Totals | 100% | $5,400,000 |

**ATTACHMENT J**
**Annual Adjustment of Maximum Rates Contractor May Charge**

The original "Collection", "Processing", and "Disposal" components of the maximum rates that Contractor may charge to Customers are identified in Attachment D and each component shall be adjusted according to the following procedures. No Adjustments will be made to any rate component that was proposed as "0" or as a negative value rate component upon the Effective Date of the Agreement.

***The following rounding protocol shall be used in the calculations described herein:*** *For the calculation of the percentage change in all indexes described in this Attachment J, the calculations shall be rounded to one decimal place. (Example: 2.3% or 0.2%). For calculation of all rates and rate components described in this Attachment J, the calculations shall be rounded to two decimal places. (Example: $2.39). The numbers 1,2,3, and 4 in all calculations shall be rounded down. (Example: If the result of the calculation were 7.344, the final figure would be 7.3.) The numbers 5, 6, 7, 8 and 9 in all calculations shall be rounded up. (Example: If the result of the calculation were $3.468, the final figure would be $3.47).*

In the event that the standard reference base period for any index used herein is revised, the calculations will be performed using the officially released data published by the Bureau of Labor Statistics.

If an index used herein is discontinued, the successor index with which it is replaced, shall be used for subsequent calculations. If no successor index is identified by the Bureau of Labor Statistics, the government index which is most comparable shall be used.

## 1. ANNUAL ADJUSTMENT METHOD AND DISPOSAL COST ADJUSTMENT METHOD FOR MAXIMUM RATES IN ATTACHMENT D

### A. ADJUSTMENT FOR COLLECTION COMPONENT OF ANNUAL RATE BASED ON PPI

Perform the following calculations based upon the most current adjusted Collection component of the rate. The initial adjustment shall be applied to the Collection component of the rate as identified in Attachment D beginning July 1, 2025.

Step One. Calculate the percentage change in the Producer Price Index for Natural Gas (Series ID WPU0531). The first adjustment to be made on July 1, 2025 shall be calculated by:

1) Calculate the value of the annual average change in the 'Natural Gas' PPI for the twelve-month period spanning January 2023 through December

2023. The annual average of these indices is calculated by taking the sum of all 12 monthly indices and then dividing that number by 12.

2) The 2024 annual average value shall then be calculated for the period January 2024 through December 2024. The annual average of these indices is calculated by taking the sum of all 12 monthly indices and then dividing that number by 12.
3) Next, the percentage change for the final Natural Gas PPI shall be determined by calculating the annual change between the 2023 to 2024 values. The annual change shall be calculated by taking the difference between the 2023 and 2024 annual averages and dividing this by the 2022 annual average. For example, if the 2023 annual average was 100 and the 2024 annual average was 110, the change in these values would be 10% ((110-100)/100).

This same calculation shall be performed by comparing the average of the prior twelve-month period ending on December 31 for every year of the Term.

Step Two. Calculate the fuel costs by subtracting the portion of the Collection component of the rate attributed to fuel by multiplying Collection by 15%.

Step Three. Multiply the fuel cost (15% of Collection) by 1 plus the percentage change in preliminary PPI for Natural Gas. If the PPI percentage change is negative, then 15% of Collection will be adjusted downward; and if the PPI percentage change is positive, then 15% of Collection shall be adjusted upward. The percentage change shall not exceed 25% for a percentage increase, or -25% for a percentage decrease, per annum.

Step Four. Calculate the percentage change using the annual average value of the Producer Price Index for 'Final Demand - Finished Goods Less Food and Energy' (Bureau of Labor Statistics Series ID WPUFD4131). The first adjustment to be made on July 1, 2025 shall be calculated by:

1) Calculate the value of the annual average change in the 'Final Demand - Finished Goods Less Food and Energy' PPI for the twelve-month period spanning January 2023 through December 2023. The annual average of these indices is calculated by taking the sum of all 12 monthly indices and then dividing that number by 12.
2) The 2024 annual average value shall then be calculated for the period January 2024 through December 2024. The annual average of these indices is calculated by taking the sum of all 12 monthly indices and then dividing that number by 12.
3) Next, the percentage change for the final Finished Goods Less Food and Energy PPI shall be determined by calculating the annual change between the 2023 to 2024 values. The annual change shall be calculated by taking the difference between the 2023 and 2024 annual averages and dividing this by the 2023 annual average. For example, if the 2023 annual average

was 100 and the 2024 annual average was 110, the change in these values would be 10% ((110-100)/100).

This same calculation shall be performed by comparing the average of the prior twelve-month period ending on December 31 for every year of the Term. The percentage change shall not exceed 5% per annum. In the event the calculated average percentage change in the PPI is negative, the rate adjustment shall be zero (0).

Step Five. Multiply the Collection component of the rate by 85% to calculate the Collection fee less fuel costs.

Step Six. Multiply the Collection fee, less fuel costs (85% of Collection) by 1 plus the percentage change in PPI for Finished Goods similar to the calculation shown in Step Four above.

Step Seven. Add the Collection component adjusted for fuel costs (15% of Collection as calculated in Step 3) to the Collection component less fuel costs (85% of Collection as calculated in Step 6) for the total adjusted Collection component of the rate.

**Sample Rate Adjustment Calculation for Change in PPI**
(All numbers are examples only and are used here for illustration purposes).

Example Assumptions:

| | |
|---|---|
| Final Annual Average PPI for Finished Goods (old) | 140.00 |
| Final Annual Average PPI for Finished Goods (new) | 144.00 |
| Final Annual Average PPI for Natural Gas (old) | 237.4 |
| Final Annual Average PPI for Natural Gas (new) | 270.7 |
| Current Residential Recycling Cart Collection Rate | $ 0.91 |
| Current Commingled 3-yd bin Collection Rate | $32.28 |

Step One. Calculate average annual percentage change in PPI for Natural Gas.

270.7 - 237.4 = (33.3/237.4) X 100 = 14.0%

Step Two. Calculate average annual percentage of Collection attributable to fuel costs (= 15%).

Residential Collection Rate: $.91 X .15 = $.14
3 yd. Bin Collection Rate: $32.28 X .15 = $4.84

Step Three. Apply annual percentage change of PPI for Natural Gas to fuel costs calculated in Step Two.

Residential Collection Rate: $.14 X 1.14 = $.16

3 yd. Bin Collection Rate: $4.84 X 1.14 = $5.52

Step Four. Calculate average annual percentage change in PPI for Finished Goods.

144 – 140 = (4/140) 100 = 2.9%

Step Five. Calculate Collection less fuel costs (= 85%).

Residential Collection Rate: $.91 X .85 = $.77
3 yd. Bin Collection Rate: $32.28 X .85 = $27.44

Step Six. Apply annual percentage change of PPI for Finished Goods to Collection fee less fuel costs calculated in Step Five.

Residential Collection Rate: $.77 X 1.029 = $.79
3 yd. Bin Collection Rate: $27.44 X 1.029 = $28.24

Step Seven. Add the rates calculated in step three and step six to calculate the total adjusted Collection rate.

New Residential Collection Rate: $.16 + $.79 = $.95
New 3 yd. Bin Collection Rate: $5.52 + $28.24 = $33.76

## B. ADJUSTMENT FOR PROCESSING COMPONENT OF ANNUAL RATE BASED ON PPI

Perform the following calculations of the most current adjusted Processing component of the rate. The initial adjustment shall be applied to the Processing component of the rate as identified in Attachment D beginning July 1, 2025.

Step One. Calculate the percentage change in the 'Final Demand - Finished Goods Less Food and Energy' (Bureau of Labor Statistics Series ID WPUFD4131). The change in the PPI shall be the average of the twelve-month period ending on December 31 as compared to the prior year's average percentage change during the 12-month period ending on December 31. The change allowed shall not exceed 5% per annum. In the event the percentage change in the PPI is negative, the adjustment for the Processing component of the rate shall be zero.

Step Two. Multiply the Processing component of the rate by 1 plus the percentage change in the annual average PPI.

Step Three. In the event the calculated percentage change in the PPI is negative, the rate adjustment shall be zero (0).

**Sample Rate Adjustment Calculation for Change in PPI**
(All numbers are examples only and are used here for illustration purposes).

Example Assumptions:

| | |
|---|---|
| Final Annual Average PPI for Finished Goods (old) | 140.00 |
| Final Annual Average PPI for Finished Goods (new) | 144.00 |
| Current Residential Recycling Cart Processing Rate | $ 2.48 |
| Current Single-Stream 3 yd. Bin Processing Rate | $18.16 |

Step One. Calculate percentage change in PPI.

144-140 = (4/140) 100 = 2.9%

Step Two. Apply percent change to Processing component of rate.

Residential Processing Rate: $2.48 X 1.029 = $2.55
3 yd. Bin Processing Rate: $18.16 X 1.029 = $18.69

**C. ADJUSTMENT FOR CHANGE IN DISPOSAL CHARGE (TIP FEES) APPLIES ONLY WHEN TIPPING FEE ACTUALLY CHANGES (INCREASES OR DECREASES)**

Step One. Calculate the percentage change in the Disposal Charge per ton, based upon the change between the most recent tipping fee on which rates are based, and the new tipping fee.

Step Two. Apply the resulting percentage change to the most current Disposal component of rate by multiplying the Disposal component by 1 plus the percentage change. If the percentage change is negative, then the Disposal Charge will be adjusted downward; and if the percentage change is positive, then Disposal Charge shall be adjusted upward.

**Sample Rate Adjustment Calculation for Change in Disposal Charge**
(All numbers are examples only and are used here for illustration purposes)

Example Assumptions:

| | |
|---|---|
| Disposal Tip Fee (old) | $30.00/ton |
| Disposal Tip Fee (new) | $35.00/ton |
| Current Disposal Charge Component of Residential MSW Cart rate | $ 0.11 |
| Current Disposal Charge Component of 3 yd. Bin rate | $1.01 |

Step One. Calculate percentage change in Tip Fee.

$35.00 - $30.00 = ($5/$30.00) 100 = 16.7%

Step Two. Apply percent change to Disposal Charge component of existing rates.

Residential Disposal rate: $.11 x 1.167 = $.13
3 yard Bin Disposal rate: $1.01 x 1.167 = $1.18

## D. CALCULATE TOTAL ANNUAL MAXIMUM RATE

Step One. Add the adjusted Collection Component of the Rate (as adjusted in A. above), the adjusted Processing Component of the Rate (as adjusted in B. above), and the adjusted Disposal Component of Rate (as adjusted in C. above) to calculate total rate for service. (Note: the Disposal Component of Rate will not be adjusted up or down if the tipping fee has not changed).

**Example** (using figures in previous examples included in this Attachment J):

Adjusted Residential Rate: $.95 + $2.55 + $.13 = $3.63
Adjusted 3 yd. Bin Rate: $33.76 + $18.69 + $1.18 = $53.63

# ATTACHMENT K
## Reports to be Submitted to City

The reports listed and described in this Attachment K shall be submitted to City by Contractor on the dates and schedules specified herein. The City has the right to request additional reports, to direct Contractor to modify report format and layout, and to require that Contractor use City report formats. All report formats shall be approved by City and shall be submitted electronically (i.e. via e-mail attachment). Paper copies shall be made available upon request by the City. The reporting year shall be the Calendar Year (i.e. January 1 through December 31). For the initial year of the Term, the reporting period shall be July 1, 2024 through December 31, 2024. City will work with Contractor during the transition and the first year of operations to tailor and refine reporting formats to the City's desired level of detail.

For all monthly, quarterly, and annual reports, Contractor shall provide a certification statement, signed under penalty of perjury by the responsible corporate official, that the reports are true and correct.

**Monthly Reports**

Monthly reports shall include a Year-To-Date summary. Monthly reports shall be submitted within twenty-five (25) calendar days after the end of each month for information on preceding months. The information listed may be combined into one or several reports and shall be the minimum reported:

1. Diversion Program(s) tonnage and goal summary listed by program and DPS Code.

2. Calculation of the Diversion rate achieved year-to-date.

3. Tons Collected and Diverted by Sector: Tons Collected and the Tons Diverted in the City (using the characterization study-derived Diversion and Residue percentages - see Attachment N). Tons Collected and Diverted shall be grouped by class of Customer (e.g. Commercial, Multi-Family, Single Family Dwelling, Roll Off and Compactor Service, etc.) and also by each type of Collection service for each class of Customer, as described below:

    - Single Materials Recyclables Tons Collected and Diverted from Commercial, Multi-Family, and Roll-off Customers
    - Single Stream Recyclable Materials Tons Collected and Diverted from Commercial, Multi-Family, Roll-off, and Residential Customers
    - Food Scrap Tons collected from Commercial, Roll-off, and, if directed by the City, Multi-Family and Residential Customers
    - Yard Trimmings Tons Collected and Diverted from Commercial, Multi-Family, Roll-off, and Residential Customers
    - Co-collected Food Scraps and Yard Trimmings Tons Collected and Diverted from Commercial, Multi-Family, Roll-off, and Residential Customers (if directed by the City)
    - MSW Tons Collected from Commercial, Multi-Family, Roll-off, and Residential Customers

4. Tons Delivered to, and Diverted by, Processing Facilities: Report shall list the number of Tons that were delivered to, and Diverted by, each Compost Facility, Clean MRF, Construction and Demolition Debris Processing Facility, Bioengineered Feedstock

Facility, and all other Processing Facilities used. Diversion rates shall be based upon the results of the characterization studies described in Attachment N.

5. All Materials Diverted by Contractor. Statement showing types of materials and quantities sold (in Tons).

6. Number of Tons of MSW Disposed during the month from both Contractor's Collection routes and Tons of Residue Disposed from each Processing Facility used by Contractor to process Recyclable Materials, Yard Trimmings, Food Scraps, Co-collected Food Scraps and Yard Trimmings, and Construction and Demolition Debris for materials from City. The report shall include backup documentation showing how the Tons of Residue from each Facility were calculated and allocated to City. The report shall also include the name, telephone number and e-mail address of the contact person at each Processing Facility that the City can contact with questions about the allocations and/or reported Residue percentages and/or the number of Tons processed from City.

7. Narrative summary of problems encountered including scavenging, incidents of Contamination found during on-site field Container Contamination audits, including a listing of specific location addresses for each and actions taken with recommendations for the City, as appropriate.

8. An on-going listing of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" who, despite the Sustainability Coordinator's adherence to the required implementation steps included in Attachment B Section 3.7, still refuse to implement the required State-mandated Diversion programs. The listing shall include all interactions and attempts to bring the Customer into compliance with state laws by implementing a Diversion program.

9. Summary of service complaints, with a description of the nature of the complaint and how it was resolved. Reports shall include customer service metrics including, but not limited to, number of inbound customer service calls, average time spent per call with customer, average monthly hold time for customers, average number of rings before a call was answered, number of instances of a customer selecting and receiving a call-back in lieu of a hold, number of escalations to a customer service manager, number of calls that were not answered, and all other metrics described in Section 9.04.C of the Agreement.

10. Summary, and type, of Customers that implemented Diversion services the previous month and/or cancelled service. The reasons for cancelled service must be provided with report.

11. The City is exploring the use of an outside vendor (Recyclist) to provide Customer Relationship Management ("CRM") software to track Diversion program implementation and to comply with certain CalRecycle SB 1383 reporting requirements. The City anticipates that much of the customer interaction reporting that is required to be included in the Red/Green listing may no longer be needed when Recyclist is fully implemented. During the evaluation of the functionality and accuracy of reporting of the City's prospective vendor (Recyclist) Contractor shall track all Customer interactions using both the Red/Green listing and the Recyclist CRM system, as described herein. During the first year of the Term, both reporting systems shall be utilized and evaluated. Upon

the City's satisfaction that the Recyclist is comparable to the Red/Green Listing reports provided, a meeting will be held between City and Contractor on or before November 30, 2024 and, at the sole discretion of the City, either one or both of the reporting systems will be utilized for the next calendar year of the Term. This process will be repeated each year of the Term to determine the reporting system(s) to be utilized for the upcoming calendar year. The parties anticipate that the types, functions and costs of CRM software will continue to evolve over the Term and City may direct Contractor to utilize new, different and/or enhanced CRM reporting system(s) in the future.

a. **Red/Green Listing Customer Interaction Tracking Requirement:** Sustainability Coordinator's activity, tracked in a color-coded Red/Green Tracking Spreadsheet. Customers are shaded red to indicate non-compliance and shaded green to indicate compliance. The red/Green Tracking Spreadsheet lists and describes all individual interactions with businesses, including the date, a description of, and the nature of each outreach/contact effort; status of program implementation or educational efforts; issues with recycling such as Contamination or overflow; objections to implementing Diversion programs; individual compliance status with AB 341, AB 1826, SB 1383; the Customer type (i.e. Commercial, Multi-Family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account); waiver status; if the Customer has shared service; if the Customer has an internal program to Divert materials; and other information as directed by the City. The results from most recent on-site field Container Contamination audits, as described in Attachment N, shall also be included in the Red/Green Tracking Spreadsheet for each account and for each line of service used by each account. Accounts that are listed as "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance" shall also be color-coded accordingly.

b. **City's Customer Relationship Management System (CRM) Tracking Requirement:** Sustainability Coordinator's activity, tracked using the City's Customer Relationship Management (CRM) system to which the Contractor will have access, showing individual interactions with businesses, including the date, a description of, and the nature of each outreach/contact effort; status of program implementation or educational efforts; issues with recycling such as Contamination or overflow; objections to implementing Diversion programs; individual compliance status with AB 341, AB 1826, SB 1383; the Customer type (i.e. Commercial, Multi-Family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account); waiver status; if the Customer has shared service; if the Customer has an internal program to Divert materials; and other information as directed by the City. The results from most recent on-site field Container Contamination audits, as described in Attachment N, shall also be included in the City's CRM tracking system for each account and for each line of service used by each account.

12. The number of warning notices issued to Customers for Contamination and the account information associated with these notices pursuant to Sections 2 and 3 of Attachment B.

## ATTACHMENT K
## Reports to be Submitted to City

13. The number of warning notices issued to Customers for Non-containerization and/or Overfull containers and the account information associated with these notices pursuant to the protocol in Attachment B.

14. Number of Commercial, Multi-Family, Single Family Dwelling, and public right-of-way Bulky Goods pick-ups and Tons of bulky items delivered for repair, re-use, re-purposing, or recycling and Tons Disposed.

15. A listing of all accounts, in Excel format, including:
    a. Customer number
    b. Customer name
    c. Account type (Commercial, Multi-Family, Gated Development/HOA/Mobile Home Park with Centralized Bin Service, Food Service Establishment, City Account)
    d. Street address
    e. Billing address
    f. All service information, including
        i. Line of service (i.e. MSW, Food Scraps, Recyclable Materials)
        ii. Container inventory
        iii. Container size
        iv. Frequency of collection
        v. Collection days
        vi. Monthly rate collected
    g. Service Contact name
    h. Service Contact number
    i. Billing Contact Name
    j. Billing Contact Number

16. Number of Customers participating in Diversion programs provided by Contractor (i.e. Single Material Recyclables Collection Program, Single Stream Recyclable Materials Collection Program, Food Scraps Diversion Program, Composting Program, Bioengineered Feedstock, etc.). This section of the report must also include the total number of Containers (Bin, Carts, Split Bins, etc.) in use for Single Material Recycling, Single Stream Recyclables, Food Scrap Diversion, Composting, Bioengineered Feedstock, and MSW Collection/Disposal service.

17. Number of Residential accounts with Extra Cart service for all streams (MSW, Recyclables, and Co-collected Trimmings and Food Scraps).

18. Number of Residential accounts participating in On Premises (backyard/side yard wheel-out) service.

19. Number of Sharps containers distributed, collected and number of pre-paid mailer sharps kits distributed to residents during the prior calendar month. Location in City that Customers can pick up kits (in addition to having them mailed to homes).

20. HHW monthly report per Section 4 of Attachment B.

21. Inventory of Residential curbside Containers by size and stream

22. The number of kitchen pails and slim jims distributed during the reporting period

## ATTACHMENT K
## Reports to be Submitted to City

23. A summary table of SB 1383 compliance information, including the following items:

a. Residential SB 1383 compliance
    i. The total number of Residential Customers that have a Recyclable Materials Program, Co-collected Yard Trimmings/Food Scrap Diversion Program provided by Contractor.
    ii. The number of Residential Customers that **do not have** a Recyclable Materials Program or a Co-collected Yard Trimmings/Food Scrap Diversion Program provided by Contractor.
    iii. The number of Residential Customers that have refused service (for any stream: MSW, Recyclable Materials and/or Food Sraps/Yard Trimmings).
    iv. The number of Residential Customers that have a Diversion program not provided by the Contractor (i.e. a City-verified backyard Composting program, a City-verified third-party organics collection service with local processing, etc.)

b. Multi-Family SB 1383 compliance
    i. The total number of Multi-Family Customers that have a Recyclable Materials Program, Co-collected Yard Trimmings/Food Scrap Diversion Program provided by Contractor.
    ii. The number of Multi-Family Customers that **do not have** a Recyclable Materials Program or a Co-collected Yard Trimmings/Food Scrap Diversion Program provided by Contractor.
    iii. The number of Multi-Family Customers that have refused to participate in the required Recyclable Materials and Food Scrap/Yard Trimmings Diversion program(s) and have been placed on the listing of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance"
    iv. The number of Multi-Family Customers that have that have a diversion program not provided by the Contractor (i.e. a City-verified backyard Composting program, a City-verified third-party organics collection service with local processing, community Composting program, landscaper, etc.)

c. Commercial SB 1383 compliance
    i. The total number of Commercial Customers that have a Recyclable Materials Program, Co-collected Yard Trimmings/Food Scrap Diversion Program provided by Contractor.
    ii. The number of Commercial Customers that **do not have** a Recyclable Materials Program or a Co-collected Yard Trimmings/Food Scrap Diversion Program provided by Contractor.
    iii. The number of Commercial Customers that have refused to participate in the required Recyclable Materials and Food/Scrap/Yard Trimmings Diversion program(s) and have been placed on the listing of "Non-Compliant Customers Referred to City for Compliance Action Under Mandatory Ordinance"
    iv. The number of Commercial Customers that have that have a diversion program not provided by the Contractor (i.e. a City-verified third-party organics collection service with local processing, backhaul program, landscaper, etc.)

24. Written record of all Hazardous Waste discovered through the Hazardous Waste exclusion program described in Article 5 of the Agreement.

25. Number of accounts with Bin Sensors installed and average bin fullness at time of service for the reporting period for each stream type with sensors installed (i.e. average bin fullness at time of service for all MSW containers with sensors installed, average bin fullness at time of service for all recycling containers with sensors installed, etc.).

26. Number of accounts that are delinquent in their payments and have had their collection service terminated as a result.

27. Number of accounts that were delinquent in their payments, had their collection service terminated, and have now paid the account and restarted service.

28. Number of accounts that permanently discontinued collection service as described in Section 1.4 of Attachment B.

29. Amount of Recyclables, MSW, Yard Trimmings, Bulky Items Recycled and Bulky Items Landfilled, along with the Recycling Facilities for each Recyclable Materials stream from City Yard Containers as described in Attachment B, Section 4.8.5.1.

30. The amount of Metals, E-Waste, Ink Cartridges, Batteries and CFLs along with the Recycling Facilities for each Recyclable Materials stream from City Yard, City Hall and Community Center Containers as described in Attachment B, Section 4.8.5.2.

31. Number of missed pickups of any type of Single Family residential Cart (MSW, Recyclable Materials and/or Food Scraps/Yard Trimmings) for the preceding month.

32. Name, size, location, contact person(s) and number of recyclable aluminum cups utilized and pounds of aluminum cups recycled from special events held in City pursuant to Attachment B, Section 4.8.1.1.

33. Status of contacts made, locations secured for Olyns reverse vending machines, permits (if applicable) secured, and installations completed. Plans for securing additional locations and timeline for installation.

**Quarterly Reports**

Within 30 days after the completion of each quarter of the Calendar Year, Contractor shall submit a Quarterly Report. The report shall provide a quarterly summary of the monthly reports in addition to the following at a minimum:

1. Report of any Characterization Studies completed during the reporting quarter as described in Attachment N.

2. Copies of all promotional and all public education materials sent during the quarter, including, but not limited to, hard copies direct-mailed to Customers, bill inserts sent to Customers, electronic notifications to Customers, social media postings, and all other materials.

3. A narrative description of problems encountered and actions taken, including efforts to deter and prevent Scavenging and Contamination of Recyclable Materials, Yard Trimmings/Wood, Food Scraps, and Construction and Demolition Debris. The narrative is to include a description of Tons rejected for sale after processing (type of material, tonnage), reason for rejection, and Contractor's Disposal method for the rejected materials.

4. Recycling sales revenue by type of material marketed on a gross and net basis.

5. Tons delivered inbound to each Composting facility, Tons of final product sold and end-users/markets for finished compost.

6. A list and narrative description of monthly trainings held on prevention of spills of fluids from Collection vehicles, including employee group(s) trained, the trainer that presented each training and the topics covered.

7. Compost giveaway and workshop events – report within 30 days of event with number of participants and quantity of compost distributed and origin of compost.

8. Shredding events (2 per year) report on number of Customers served, tons of paper diverted, and location.

9. Employee trainings held during the quarter as required by Agreement Section 5.01.C (spill/Hazardous Waste training) and Agreement Section 9.04.C (Customer Service Representative training).

**Annual Reports**

On or before March 15, 2025, and on or before March 15 in all subsequent years of the Term, Contractor shall submit to the City a written year-end Annual Report, in a form approved by the City. The annual report shall include information as to timely compliance with Contractor's Diversion obligations and MSW Collection and the following information for the Calendar Year then ending (Note: the report to be submitted on or before March 15, 2025 shall be for the portion of the calendar year 2024 during which Contractor provided to City the services required by the Agreement.

1. Annual SB 1383 compliance status report, with a detailed work plan to meet minimum performance standards and earning of extension(s) set forth in Article 10 of the Agreement.

2. A report of the previous Calendar Year's activities in the City, including a cumulative summary of the Monthly and Quarterly Reports, and information and statistics with respect to City's compliance with the Act.

3. A complete inventory of equipment used to provide all services, including listing of the following items:
    a. Vehicles in service
        i. model year of the body for each vehicle in service
        ii. model year of the chassis for each vehicle in service

iii. vehicle unit number for each vehicle in service
iv. VIN number for each vehicle in service
v. license plate number for each vehicle in service
vi. results of the average model year calculations described in Attachment F

b. Containers by size and material or waste stream type

4. Number of routes, type of route, and route hours per day.

5. Number of accounts and Cart information as requested in the Monthly reports.

6. Changes in Solid Waste management and Recycling/Diversion efforts, including projections and proposed implementation dates and costs, recommended by Contractor and recommended amendments to the City's Source Reduction and Recycling Element based on developments in technology or additional Diversion opportunities identified by Contractor. Contractor's recommendations with respect to compliance with the Act and other Diversion requirements shall state the specific requirement that the implementation of the recommendation(s) is intended to satisfy.

7. Number of Sharps containers distributed, collected and number of pre-paid mailer sharps kits distributed to residents during the prior calendar year. Samples and copies of public education materials and web site information on proper sharps disposal distributed during the prior year.

8. Total number of Customers that used special Collection programs, including number of Single Family Dwelling and Multi-Family Dwelling Customers that requested Bulky item collection, and Sharps collection/mail-back programs.

9. Annual report on HHW program including roll up totals for all twelve (12) months of the program for Customers served, tons of each material type diverted, recycling and/or disposal facilities used.

10. Total number of Customers that attended Compost giveaway event(s) and the number of tons of compost distributed during the event(s).

11. Total number of Customers that attended each Composting Workshop and date, location and presenter for each workshop.

12. Total number of Customers that attended paper shredding event(s) and the number of tons of paper collected and diverted during the event(s).

13. SB 1383 reporting items
    a. The number of total generators receiving Food Scraps/Yard Trimmings Collection service
    b. Number of route reviews conducted
    c. Number of waste characterizations conducted
    d. Number of field Container Contamination audits conducted
    e. Number of times notices or targeted education materials were issued by Contractor
    f. The number of notifications received from a solid waste facility operator regarding materials Contamination

g. Number of households that do not have Food Scraps/Yard Trimmings cart
h. Number of households that do not have Recyclable Materials cart

**ATTACHMENT L**
**Performance Bond**

KNOW ALL PERSONS BY THESE PRESENTS, that _____ hereinafter called the PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____having its principal place of business at _____, in the State of _____, and authorized to do business as an admitted surety insurer in the State of California, hereinafter called the SURETY, are held and firmly bound to the City of LAGUNA BEACH, a municipal corporation in the State of California, hereinafter called the OBLIGEE, in the sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into an Agreement with the OBLIGEE for the Collection, Transportation Processing and Diversion of Recyclable Materials, Food Scraps and Green Waste and For the Collection, Transportation and Disposal of Municipal Solid Waste ("Agreement") and said PRINCIPAL is required under the terms of said Agreement to furnish a bond of faithful performance of said Agreement.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of the undertakings, covenants, terms and agreements of said Agreement, and any modification thereto made as therein provided, at the time and in the manner therein specified, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

The SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed there under, or the specifications incorporated therein shall impair or affect its obligations and its bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement or the work or the specifications.

PROVIDED, however, that the SURETY shall not be liable (1) as respects to any obligations related to said Agreement occurring after one (1) year from (MONTH), 2024, unless this Bond is extended, (2) as respects to PRINCIPAL'S obligation to procure a replacement performance bond, as provided for in Section 13.03 of the Agreement. This Bond may be extended after (MONTH) 2024 in the sole discretion of the SURETY by means of a continuation certificate signed at least ninety (90) days prior to (MONTH), 2024 and thereafter at least ninety (90) days prior to the expiration of the Bond as extended.

In the event suit is brought upon this Bond by the OBLIGEE and said OBLIGEE is the prevailing party, the SURETY shall pay, in addition to the sums set forth above, all costs

incurred by the OBLIGEE in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this ____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

_____

By: _____

SURETY:

_____

By:_____
Attorney-In-Fact

* * *

**Note: To be considered complete, both the principal and surety must sign this performance bond. In addition, the surety's signature must be notarized and a copy of the surety's power of attorney must be attached**

**ATTACHMENT M**
**Bond Continuation Certificate**

In consideration of the premium charged,

_____ hereby continues in force:

Bond #: _____

Dated: _____

In the amount of: _____ on behalf of the City of Laguna Beach, for the period:

Beginning: _____

And Ending: _____ subject to all terms and conditions of said Bond, PROVIDED that the liability of:

_____
(NAME OF SURETY)

shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

**ATTACHMENT M**
**Bond Continuation Certificate**

Signed and Sealed: _____ (date)

By: _____
Attorney-In-Fact

[ACKNOWLEDGEMENT]

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

Contractor shall conduct periodic characterizations of Divertible Materials and MSW and periodic on-site field Contamination audits to determine the levels of Contamination in the MSW, Recyclable Materials, and Co-collected Food Scraps/Yard Trimmings Carts.

The characterizations are of (a) Divertible Materials that will be delivered to Processing Facilities; and (b) MSW that will be delivered to a Disposal Site. The on-site field Contamination audits are of Carts on routes Collecting Divertible Materials and MSW.

The purposes of the characterizations and audits are as follows:

(i) City compliance with CCR Title 14, Division 7, Chapter 12 Section 18984.5 for container Contamination minimization;

(ii) Measuring Contractor's progress toward earning the incentives for extensions of the Term described in Section 10.01 of the Agreement;

(iii) Measuring Contractor's status regarding meeting the minimum performance standards in Section 10.02 of the Agreement; and

(iv) Determining the quantities and types of Contamination in Divertible Materials and MSW being Collected in the City in order to identify sources of the Contamination and to reduce the levels of Contamination through additional public outreach, training, and enforcement of local, state and federal laws and regulations regarding Contamination.

The characterizations described herein are not intended to fulfill the requirements of, nor substitute for, the procedures described in CCR Title 14 Division 7, Chapter 3 Section 17409.5 et seq. that must be performed at Processing Facilities by the owner/operator.

Table 1 provides a summary of the characterizations and audits required in each year of the Term. The specific protocols that shall be used to conduct the characterizations and audits are also included in this Attachment N. The City or its representative may be present for any characterization or field Contamination audit described in this Attachment N. Contractor shall provide no less than thirty (30) calendar days advance notice to the City of when each characterization and audit is scheduled.

**ATTACHMENT N**
**Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols**

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**ATTACHMENT N**
**Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols**

**Table 1. Summary Table of Characterizations and On-site Field Contamination Audits in Attachment N**

| Sector | Diversion Program | Required Frequency of Characterizations & Audits | | Performance Requirements | |
|---|---|---|---|---|---|
| | | Divertible Materials & MSW Characterizations | On-site Field Cart Contamination Audit | Phase 1 Contamination Cap by 2026 | Phase 2 Contamination Cap by 2030 |
| Single Family Dwelling Residential | Recyclable Materials | 2x/year | 2x/year | 25% | 15% |
| | Co-collected Food Scraps/Yard Trimmings | 2x/year | 2x/year | 25% | 15% |
| | MSW | 2x/year | 2x/year | 25% | 15% |
| Commercial | Recyclable Materials | 2x/year | 1x/year | 25% | 15% |
| | Food Scraps | 2x/year | 1x/year | 25% | 15% |
| | MSW | 2x/year | 1x/year | 25% | 15% |
| Multi-family | Recyclable Materials | 2x/year | 1x/year | 25% | 15% |
| | Food Scraps | 2x/year | 1x/year | 25% | 15% |
| | MSW | 2x/year | 1x/year | 25% | 15% |

## 1. Characterization Protocols for Divertible Materials and MSW

Note: As used herein, "stream" refers to Residential, Commercial or Multi-Family "streams". Residential includes Gated Developments, HOA's and Mobile Home Parks with individual Cart service. Multi-Family includes Gated Developments, HOA's and Mobile Home Parks with centralized Bin/Cart service. "Component" refers to the type of material: Single Stream Recyclable Materials, Yard Trimmings/Wood, Food Scraps, Co-collected Yard Trimmings/Wood and Food Scraps or Construction and Demolition Debris.

**ATTACHMENT N**
**Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols**

## 1a. Characterization Protocol for Recyclable Materials Being Delivered to Clean MRF

The following protocol will be used to conduct characterizations at the Clean MRF(s) where the following material components are processed:

- Residential Stream – Single Stream Recyclable Materials component
- Commercial Stream – Single Stream Recyclable Materials component
- Multi-Family Stream - Single-Stream Recyclable Materials component

Timing: Characterization studies shall be conducted two (2) times each year of the Term (including any extensions described in Article 6) for the Recyclable Materials stream so that each study selects a sample during the 'high season' (June through September) and during the low season (October through May) as shown in the table provided as Exhibit N-1 to this Attachment (Note: The quarters refer to calendar year quarters as noted in the footnote in Exhibit N.1). The first characterization shall take place beginning Quarter 3, 2024. The timing for when the characterization studies are conducted shall be staggered so that after two (2) years, one (1) characterization shall have taken place during each calendar quarter, with two (2) characterizations completed during the high season and two (2) during the low season.

**Residential Scheduling Example:** For example, for Agreement year 1 (7/1/2024 – 3/31/2025), the Contractor shall conduct one (1) characterization study of Recyclable Materials in Calendar Quarter 3, 2024 (high season) and Calendar Quarter 1, 2025 (low season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of Recyclable Materials in Calendar Quarter 2, 2026 (high season) and Calendar Quarter 4, 2025 (low-season).

**Commercial Scheduling example**: For Agreement Year 1 (7/1/2024 – 6/30/2025), the Contractor shall conduct one (1) Commercial characterization study of the Single-stream Recyclable Materials stream in Calendar Quarter 1, 2025 (low season) and one (1) during Calendar Quarter 2, 2025 (high season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of the Commercial Single-stream Recyclable Materials stream in June of Calendar Quarter 2, 2026 (high season) and Calendar Quarter 4, 2025 (low-season).

**Multi-family Scheduling example**: For Agreement Year 1 (7/1/2024 – 6/30/2025), the Contractor shall conduct one (1) Multi-family characterization study of the Single-stream Recyclable Materials stream in Calendar Quarter 1, 2025 (low season) and one (1) during Calendar Quarter 2, 2025 (high season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of the Multi-family Single-stream Recyclable Materials stream in June of Calendar Quarter 2, 2026 (high season) and Calendar Quarter 4, 2025 (low-season).

**ATTACHMENT N**
**Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols**

See Exhibit N.1. for the schedule of characterization studies that shall be conducted during the Term of the Agreement.

## Methodology:

*Residential sampling protocol:* For each Residential characterization study, loads shall be sampled only from Recyclable Materials Collected from Residences.

Each characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. One sample shall represent the entirety of the contents of a Residential Recyclable Materials Cart. Samples shall be collected on the regular service day of the route being sampled. Contractor shall sample only full Residential Carts. A 'full' cart is defined as seventy-five percent (75%) or more Cart capacity utilization. Samples shall be collected using one of the following options:

1) a box truck;
2) a flat-bed vehicle, or;
3) a dedicated side-loader during the service day for that geographic area that only collects samples for the purposes of conducting the characterization study.

***NOTE:*** If Contractor is using a box truck or flat-bed vehicle to collect samples and will be removing the Cart from the premises (options 1 and 2 above), Contractor shall immediately replace each full Residential Cart that is Collected, with a clean Cart of the identical size, type and color. The clean replacement cart shall include a 'hang-tag' notifying the resident that their Cart was taken by Contractor and replaced with an identical Cart on the day of the characterization study and the reason why the Contractor is conducting the characterization. The notice(s) shall include Contractor's telephone number, web site address, assurances that any of the Residents' private information that may be found in the Cart will be kept confidential by Contractor, and at least one (1) social media method for Residents to obtain additional information, ask questions and receive answers from Contractor concerning the characterization. The protocols described herein for Cart removal and 'hang tags' are not required if the Contractor chooses to collect samples using methodology 3 above (a dedicated side-loader to collect samples).

*Commercial and Multi-family sampling protocol:* For each Commercial characterization study, loads shall be sampled only from Recyclable Materials Collected from Commercial Businesses. To collect samples for Commercial Waste Characterizations, Contractor shall service only Commercial Bin Customers along a regularly scheduled route. The segregated load containing Recyclable Materials collected from Commercial Premises shall be taken to a facility and dumped on the tipping floor to be sorted, as described in the 'Sorting Protocol' section.

*Multi-family sampling protocol*: For each Multi-family characterization study, loads shall be sampled only from Recyclable Materials Collected from Multi-family accounts. To collect samples for Multi-family Waste Characterizations, Contractor shall service only Multi-family Bin Customers along a regularly scheduled route. The segregated load containing Recyclable Materials collected from Multi-family Premises shall be taken to a facility and dumped on the tipping floor to be sorted, as described in the 'Sorting Protocol' section.

## Sample Selection Protocol for Residential, Commercial, and Multi-family Containers:

The following number of samples (i.e. full Carts or Bins) per sampled route shall be Collected:

1. For routes that service less than 1,500 generators per week the study shall include a minimum of 25 samples.
2. For routes that service 1,500-3,999 generators per week the study shall include a minimum of 30 samples.
3. For routes that service 4,000- 6,999 generators per week the study shall include a minimum of 35 samples.
4. For routes that service 7,000 or more generators per week the study shall include a minimum of 40 samples.

The characterization study shall include samples taken from different areas in the City along the sampled route that are representative of different neighborhoods and business districts in the City. Samples (i.e. "full" Carts, or Bins, as defined herein) may be gathered on a single day or on multiple service days over the course of the week, provided the above-described total minimum number of samples are collected from the route. A minimum of thirty (30) calendar days in advance of each characterization, Contractor shall provide City with a list and/or map of Residences (with addresses) identified for sampling during the upcoming characterization in order for City to review and make sure the samples will be taken from different areas of the City as described herein.

*Sorting protocol*: All of the material collected for sampling must be transported to a sorting area at a permitted solid waste facility where the presence of prohibited Contaminants for the Recyclable Materials stream is measured to determine the ratio of prohibited Contaminants present by weight. To determine the ratio of prohibited Contaminants after the field sample selection process is complete, the Contractor shall use the following protocol:

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

1. Take one sample of at least 200 pounds from the material collected from the Recyclable Materials stream for sampling (e.g. a 200-pound sample taken from the contents of all the blue-lidded Carts collected for sampling).
2. The 200-pound sample shall be randomly selected from different areas of the pile of Recyclable Materials. Materials shall be collected for sorting from the sample pile using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90-gallon Cart.
3. For the 200-pound sample, remove any prohibited Contaminants and sort Recyclable Materials by commodity type. Place Contaminants and sorted Recyclable commodities into separate Carts. Determine the weight of prohibited Contaminants and sorted Recyclable commodities by weighing each Cart and deducting the Cart tare weight. Note the gross weight, and net weight for Contaminants manually using the worksheet provided in Exhibit N.2.
4. Calculate the composition percentage of both Contaminants and Recyclable commodities in the sample. To determine the ratio of prohibited Contaminants in the sample, divide the total net weight of prohibited Contaminants by the total weight of the sample. To determine the ratio of Recyclable commodities in the sample, divide the total net weight of each Recyclable commodity by the total weight of the sample.

*Analysis*: The results of the samples shall then be used to produce a characterization that shall be used to establish the percentage Diversion and the number of Contaminants for the City's Recyclable Materials routes. This characterization process shall be repeated twice annually to establish the next six-months' tonnage allocation (e.g. percent Diverted and percent that is Contaminants) to account for seasonal fluctuations. Said tonnage allocation shall be used in and included in the tonnage reports described in Attachment K.

The Recyclable commodities sampled and sorted during this process shall be paper, cardboard, newsprint, mixed paper, plastics (numbers 1 & 2), mixed plastics, non-ferrous metals, tin, aluminum, and other Recyclable Materials as directed by the City. Exhibit N.2 includes the characterization data collection sheet that shall be used during the characterization.

*Calculating Density on Service*: For purposes of determining the average densities of components Collected, and as a metric to evaluate Collection efficiencies and Cart capacity utilization, the Contractor shall perform the following calculation:

> The net tonnage of the Recyclable Materials Collected in the sampled trucks (or sampled Carts) shall be calculated by dividing the total tons Collected of Recyclable Materials by the total on-service cubic yards Collected to calculate a density for the Recyclable Materials stream.
>
> For example, if one load sampled weighed a total of 5 Tons and was Collected from 100 cubic yards on service, the average "material on service density" for this stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 64-gal carts, the yards on service for that route would be 6,400 gallons, or 31.7 cubic yards).

*Reporting*: Contractor shall submit a written report to the City semi-annually beginning with Contractor's first Quarterly report for Q3, 2024. The report will summarize the results of the characterization study, including a summary of the characterization results; the measured weights for each commodity; the percent of each commodity found in each sample and in aggregate; a description and photographs of the types of Contaminant materials found during the characterization study; the average density on-service for the materials sampled (i.e. load weights divided by yards collected); locations where the samples were collected; and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the Clean MRF and Tons of Contaminants delivered to the Landfill from the Clean MRF in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

## 1b. Characterization Protocol for Residential Co-collected Food Scraps/Yard Trimmings, Commercial and Multi-family Source-separated Food Scraps Being Delivered to Processing Facilities

The following protocol shall be used to conduct characterizations at the Processing Facilities where the following material components are processed:

- Residential stream - curbside co-collected Yard Trimmings and Food Scraps component
- Commercial stream – Source-separated Food Scraps component
- Multi-Family stream – Source separated Food Scraps component

Due to the distance to the City-approved Compost Facility in Attachment P, characterizations shall be conducted at the transfer station or at another permitted solid waste facility in Orange County selected by Contractor and approved by City.

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

Timing: Characterization studies shall be conducted two (2) times each year of Agreement for the Residential Food Scrap/Yard Trimmings stream, the Commercial Source-separated Food Scraps, and Multi-family Source-separated Food Scraps stream so that each study selects a sample during the 'high season' (June through September) and during the low season (October through May) as shown in the table provided as Exhibit N-1 to this Attachment N. (Note: The quarters refer to calendar year quarters as noted in the footnote in Exhibit N.1). The first characterization(s) shall take place beginning calendar Quarter 3, 2024. The timing for when the characterization studies are conducted shall be staggered so that after two (2) years, one (1) Residential and one (1) Commercial and (1) Multi-family characterization shall have taken place during each calendar quarter, with two (2) Residential, two (2) Commercial, and two (2) Multi-family characterizations completed during the high season (Quarters 2 and 3) and two (2) Residential, two (2) Commercial and two (2) Multi-family characterizations completed during the low season (Quarter 1 and 4).

**Residential timing example**: For example, for Agreement Year 1 (7/1/2024 – 6/30/2025), the Contractor shall conduct one (1) Residential characterization study of the Co-Collected Food Scraps/Yard Trimmings stream in Calendar Quarter 4, 2024 (low season) and one (1) during Calendar Quarter 3, 2024 (high season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of the Residential Co-Collected Food Scraps/Yard Trimmings stream in June of Calendar Quarter 2, 2026 (high season) and Calendar Quarter 1, 2026 (low-season).

**Commercial timing example**: For Agreement Year 1 (7/1/2024 – 6/30/2025), the Contractor shall conduct one (1) Commercial characterization study of the Source-separated Food Scraps stream in Calendar Quarter 1, 2025 (low season) and one (1) during Calendar Quarter 2, 2025 (high season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of the Commercial Source-separated Food Scraps stream in June of Calendar Quarter 2, 2026 (high season) and Calendar Quarter 4, 2025 (low-season).

**Multi-family timing example**: For Agreement Year 1 (7/1/2024 – 6/30/2025), the Contractor shall conduct one (1) Multi-family characterization study of the Source-separated Food Scraps stream in Calendar Quarter 1, 2025 (low season) and one (1) during Calendar Quarter 2, 2025 (high season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of the Multi-family Source-separated Food Scraps stream in June of Calendar Quarter 2, 2026 (high season) and Calendar Quarter 4, 2025 (low-season).

See Exhibit N.1. for the schedule of characterization studies that shall be conducted over the Term of the Agreement.

Methodology:

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

*Residential Sampling protocol:* For each characterization study, loads shall be sampled only for Co-Collected Food Scraps/Yard Trimmings Collected from Residences.

Each characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. One sample shall represent the entirety of the contents of a Residential Co-Collected Food Scrap/Yard Trimmings. Samples shall be collected on the regular service day of the route being sampled. Contractor shall sample only full Carts. For Food Scraps/Yard Trimmings, a 'full' cart is defined as fifty percent (50%) or more Cart capacity utilization. Sampling shall be collected using one of the following options:

1) a box truck;
2) a flat-bed vehicle, or;
3) a dedicated side-loader during the service day for that geographic area that only collects samples for the purposes of conducting the characterization study.

***NOTE:*** If Contractor is using a box truck or flat-bed vehicle to collect samples and will be removing the Cart from the premises (options 1 and 2 above), Contractor shall immediately replace each full Residential Cart that is Collected, with a clean Cart of the identical size, type and color. The clean replacement cart will include a 'hang-tag' notifying the resident that their Cart was taken by Contractor and replaced with an identical Cart on the day(s) the characterization study and the reason why the Contractor is conducting the waste characterization. The notice(s) shall include Contractor's telephone number, web site address, assurances that any of the Residents' private information that may be found in the Cart will be kept confidential by Contractor, and at least one (1) social media method for Residents to obtain additional information, ask questions and receive answers from Contractor concerning the characterization. The protocols described herein for Cart removal and 'hang tags' are not required if the Contractor chooses to collect samples using methodology 3 above (a dedicated side-loader to collect samples).

*Commercial sampling protocol:* For each Commercial characterization study, loads shall be sampled only from Source-separated Food Scrap Materials Collected from Commercial Businesses. To collect samples for Commercial Waste Characterizations, Contractor shall service only Commercial Customers along a regularly scheduled route. The segregated load containing Source-separated Food Scraps collected from Commercial Premises shall be taken to a facility and dumped on the tipping floor to be sorted, as described in the 'Sorting Protocol' section.

*Commercial and Multi-family sampling protocol:* For each Multi-family characterization study, loads shall be sampled only from Source-separated Food Scrap Materials Collected from Multi-family Premises. To collect samples for Multi-family Waste Characterizations, Contractor shall service only Multi-family Bin Customers along a regularly scheduled route. The segregated load containing Source-separated Food

Scraps collected from Multi-family Premises shall be taken to a facility and dumped on the tipping floor to be sorted, as described in the 'Sorting Protocol' section.

## Sample Selection Protocol for Residential, Commercial, and Multi-family Containers:

The following number of samples (i.e. full Carts or Bins) per sampled route shall be Collected:

1. For routes that service less than 1,500 generators per week the study shall include a minimum of 25 samples.
2. For routes that service 1,500-3,999 generators per week the study shall include a minimum of 30 samples.
3. For routes that service 4,000- 6,999 generators per week the study shall include a minimum of 35 samples.
4. For routes that service 7,000 or more generators per week the study shall include a minimum of 40 samples.

The characterization study shall include samples taken from different areas in the City along the sampled route that are representative of Co-Collected Food Scraps/Yard Trimmings in different neighborhoods and business districts throughout the City. Samples (i.e. "full" Carts, or Bins, as defined herein) may be gathered on a single day or on multiple service days over the course of the week provided the above-described total samples are collected from the route. A minimum of thirty (30) calendar days in advance of each characterization, Contractor shall provide City with a list and/or map of Residences, Commercial Businesses, or Multi-family Premises (with addresses) identified for sampling during the upcoming characterization in order for City to review and make sure the samples will be taken from different areas of the City as described herein.

*Sorting protocol*: All of the material collected on-route for sampling must be transported to a sorting area at a permitted solid waste facility where the presence of prohibited Contaminants in the Co-collected Food Scraps/Yard Trimmings and/or Source-separated Food Scraps are measured to determine the ratio of prohibited Contaminants present in each Cart by type and weight. To determine the ratio of prohibited Contaminants the Contractor shall use the following protocol:

1. Take one sample of at least 200 pounds from the material collected from the sampled stream for sampling (e.g. a 200-pound sample taken from the

contents of all of the Food Scraps/Yard Trimmings Carts/Bins collected for sampling).

2. The 200-pound sample shall be randomly selected from different areas of the pile of Food Scraps/Yard Trimmings. Materials shall be collected for sorting from the sample pile using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60-to 90-gallon Cart.
3. For the 200-pound sample, remove any prohibited Contaminants and sort materials by the commodity types indicated in the 'sorting Categories' section below (Processing Facility Categories 1 and 2). Place Contaminants and sorted materials into separate Carts. Determine the weight of prohibited Contaminants and of the sorted materials by weighing each Cart and deducting the Cart tare weight. Record the gross weight and net weight for Contaminants and Divertible Food Scraps/Yard Trimmings manually using the worksheet provided in Exhibit N.3.
4. Calculate the composition percentage of both Contaminants and Divertible Food Scraps/Yard Trimmings Waste in the sample. To determine the ratio of prohibited Contaminants in the sample, divide the total net weight of prohibited Contaminants by the total weight of the sample. To determine the ratio of Divertible Food Scraps/Yard Trimmings in the sample, divide the total net weight of the Food Scraps/Yard Trimmings by the total weight of the sample.

*Sorting Categories:* Materials shall be sorted into the categories below and shall be weighed:

Processing Facility Category 1 – Materials Accepted at the City-designated Composting Facility in Attachment P
Processing Facility Category 2 - Contamination: Materials that are considered Contamination and **that are not accepted** by the City-designated Composting Facility in Attachment P.

Category 1 acceptable materials include: Food Scraps, Food Soiled Paper, Yard Trimmings, prunings, leaves, other yard trimmings, grass clippings and all other acceptable materials listed under the category "Co-Collected Food Scraps/Yard Trimmings" and "Source-separated Food Scraps" in Attachment B, Section 5.
Category 2 non-acceptable material types include: MSW, Recyclable Materials, glass, plastics, and all other material types listed as "Contamination" for Food Scraps/Yard Trimmings and Source-separated Food Scraps in Attachment B, Section 5.

Exhibit N-3 includes the characterization data collection sheet that shall be used during these characterization studies.

The Category 2 non-accepted materials shall also be separated manually and weighed by material type (e.g. plastics, glass, metals, non-compostable packaging, etc.). The type and weight of each non-Divertible material type shall be recorded and carefully photo-documented and included in the Contractor's report to the City.

*Analysis*: The results of the samples shall then be used to produce a characterization that shall be used to establish the percentage Diversion and the amount of Contaminants for Laguna Beach's Co-Collected Food Scraps/Yard Trimmings and Source-separated Food Scraps routes. This characterization process shall be repeated twice annually to establish the next six-months' tonnage allocation (e.g. percent Diverted and percent that is Contaminants) to account for seasonal fluctuations. Said tonnage allocation shall be used in, and included in, the tonnage reports described in Attachment K. In the case of a significant rain event, characterizations of Co-Collected Food Scraps/Yard Trimmings and Source-separated Food Scraps shall be delayed until dry conditions have returned for a one (1) week period and Contractor shall immediately notify the City of the delay, the reason for the delay and of the new characterization date(s).

*Calculating Density on Service*: For purposes of determining the average density of Food Scraps/Yard Trimmings and Source-separated Food Scraps Collected, and as a metric to evaluate Collection efficiencies and Cart capacity utilization, the Contractor shall perform the following calculation:

> The net tonnage of the Food Scraps/Yard Trimmings and Source-separated Food Scraps Collected in the sampled trucks (or sampled Carts) shall be calculated by dividing by the total tons Collected of Food Scraps/Yard Trimmings and Source-separated Food Scraps by the total on-service cubic yards Collected to calculate a density for this stream. The results shall be recorded and reported in the audit.
>
> For example, if one (1) load sampled weighed a total of 5 Tons and was Collected from 100 cubic yards on service, the average "material on service density" for this stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 64-gal Carts, the yards on service for that route would be 6400 gallons, of 31.7 cubic yards).

*Reporting*: Contractor shall submit a written report to the City semi-annually beginning with Contractor's first Quarterly report in Quarter 3, 2024. The report will summarize the results of the characterization study, including a summary of characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; a description and

photographs of the types of Contaminants materials found during the characterization study; the average density on-service for the materials sampled (i.e. load weights divided by yards serviced); locations where the samples were collected; and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the Food Scraps/Yard Trimmings and Source-separated Food Scraps Processing Facility and Tons of Contaminants delivered to the Landfill from the Food Scraps/Yard Trimmings and Source-separated Food Scraps in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

## 1c. Characterization Protocol for MSW Being Delivered to Disposal Site

The following protocol will be used to conduct characterizations of MSW at the City-designated Disposal Site for MSW where the following material components are disposed:

- Residential Stream - MSW component
- Commercial Stream - MSW component
- Multi-Family Stream - MSW component

Timing: Characterization studies shall be conducted two (2) times each year of Agreement for both the Residential, Commercial and Multi-family MSW streams so that each study selects a sample during the 'high season' (June through September) and during the low season (October through May) as shown in the table provided as Exhibit N-1 to this Attachment. (Note: The quarters refer to calendar year quarters as noted in the footnote in Exhibit N.1). The first characterizations of both Residential, Commercial, and Multi-family MSW shall take place beginning Quarter 3 2024. The timing for when the characterization studies are conducted shall be staggered so that after two (2) years, two (2) Residential MSW characterization, two (2) Commercial MSW, and (2) Multi-family MSW characterization shall have taken place during each calendar quarter, with two (2) characterizations completed during the high season (Quarters 2 and 3) and two (2) during the low season (Quarters 1 and 4).

**Residential timing example**: For example, for Agreement Year 1 (7/1/2024 – 6/30/2025), the Contractor shall conduct one (1) Residential characterization study of the MSW stream in Calendar Quarter 4, 2024 (low season) and one (1) during Calendar Quarter 3, 2024 (high season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of the Residential MSW stream in June of Calendar Quarter 2, 2026 (high season) and Calendar Quarter 1, 2026 (low-season).

**Commercial timing example**: For Agreement Year 1 (7/1/2024 – 6/30/2025), the Contractor shall conduct one (1) Commercial characterization study of the Commercial MSW stream in Calendar Quarter 1, 2025 (low season) and one (1) during Calendar Quarter 2, 2025 (high season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of the Commercial MSW stream in June of Calendar Quarter 2, 2026 (high season) and Calendar Quarter 4, 2025 (low-season).

**Multi-family timing example**: For Agreement Year 1 (7/1/2024 – 6/30/2025), the Contractor shall conduct one (1) Multi-family characterization study of the Multi-family MSW stream in Calendar Quarter 1, 2025 (low season) and one (1) during Calendar Quarter 2, 2025 (high season). In Agreement Year 2 (7/1/2025 – 6/30/2026), the Contractor shall conduct one (1) characterization study of the Multi-family MSW stream

in June of Calendar Quarter 2, 2026 (high season) and Calendar Quarter 4, 2025 (low-season).

Please see Exhibit N.1. for the schedule of characterization studies that shall be conducted during the Term of the Agreement.

## Methodology:

**Sample Selection Methodology – Residential Curbside MSW**: For each characterization study, loads shall be sampled only from the Residential MSW stream.

Each characterization shall be done by hand (i.e. a manual sort not a mechanized sort) and total load weights shall be established for each load sampled. One sample shall represent the entirety of the contents of a Residential MSW Cart. Samples shall be collected on the regular service day of the route being sampled. Contractor shall sample only full Carts. A 'full' Cart is defined as seventy-five percent (75%) or more Cart capacity utilization. Sample shall be collected using one of the following options:

1) a box truck;
2) a flat-bed vehicle, or;
3) a dedicated side-loader during the service day for that geographic area that only collects samples for the purposes of conducting the characterization study.

***NOTE:*** If Contractor is using a box truck or flat-bed vehicle to collect samples and will be removing the Cart from the premises (options 1 and 2 above), Contractor shall immediately replace each full Residential Cart that is Collected, with a clean Cart of the identical size, type and color. The clean replacement cart will include a 'hang-tag' notifying the resident that their Cart was taken by Contractor and replaced with an identical Cart on the day(s) the characterization study and the reason why the Contractor is conducting the MSW characterization. The notice(s) shall include Contractor's telephone number, web site address, assurances that any of the Residents' private information that may be found in the Cart will be kept confidential by Contractor, and at least one (1) social media method for Residents to obtain additional information, ask questions and receive answers from Contractor concerning the characterization. The protocols described herein for Cart removal and 'hang tags' are not required if the Contractor chooses to collect samples using methodology 3 above (a dedicated side-loader to collect samples).

*Commercial MSW sampling protocol*: For each Commercial characterization study, loads shall be sampled only from MSW Materials Collected from Commercial Businesses. To collect samples for Commercial Waste Characterizations, Contractor shall service only Commercial Bin Customers along a regularly scheduled route. The segregated load containing MSW collected from Commercial Premises shall be taken to a facility and dumped on the tipping floor to be sorted, as described in the 'Sorting Protocol' section.

*Multi-family MSW sampling protocol*: For each Multi-family characterization study, loads shall be sampled only from MSW Materials Collected from Multi-family accounts. To collect samples for Multi-family Waste Characterizations, Contractor shall service only Multi-family Bin Customers along a regularly scheduled route. The segregated load containing MSW collected from Multi-family Premises shall be taken to a facility and dumped on the tipping floor to be sorted, as described in the 'Sorting Protocol' section.

## Sample Selection Protocol for Residential, Commercial, and Multi-family Containers:

The following number of samples (i.e. full Carts or Bins) per sampled route shall be Collected:

1. For routes that service less than 1,500 generators per week the study shall include a minimum of 25 samples.
2. For routes that service 1,500-3,999 generators per week the study shall include a minimum of 30 samples.
3. For routes that service 4,000- 6,999 generators per week the study shall include a minimum of 35 samples.
4. For routes that service 7,000 or more generators per week the study shall include a minimum of 40 samples.

The characterizations shall include samples taken from different areas in the City along the sampled route that are representative of the City's MSW stream. Samples (i.e. full Carts) may be gathered on a single day or on multiple service days over the course of the week provided the above-described total samples are collected from the route. A minimum of thirty (30) calendar days in advance of each characterization, Contractor shall provide City with a list and/or map of Residences, Commercial Businesses, or Multi-family Properties (with addresses) identified for sampling during the upcoming characterization in order for City to review and make sure the samples will be taken from different areas of the City as described herein.

*Sorting protocol*: All MSW collected for sampling must be transported to a sorting area at a permitted solid waste facility where the presence of prohibited Contaminants in the MSW are measured to determine the ratio of prohibited Contaminants present by type and weight. To determine the ratio of prohibited Contaminants after the field sample selection process is complete, the Contractor shall use the following protocol:

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## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

1. Take one sample of at least 200 pounds from the material collected from the MSW stream for sampling (e.g. a 200-pound sample taken from the contents of all of the MSW Carts collected for sampling).
2. The 200-pound sample shall be randomly selected from different areas of the pile of MSW. MSW shall be collected for sorting from the sample pile using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90-gallon Carts.
3. For the 200-pound sample, remove any prohibited Contaminants and sort materials by the four categories indicated below (Categories 1, 2, 3, and 4). Place Contaminants and sorted materials into separate Carts. Determine the weight of each category type by weighing each Cart and deducting the Cart tare weight. Note the gross weight and net weight for each category manually using the worksheet provided in Exhibit N.4.
4. Calculate the composition percentage of each category in the sample by dividing the total net weight of each category by the total weight of the sample.

*Sorting Categories:* Materials shall be sorted into the categories below and shall be weighed:

Category 1: Food Scrap or Yard Trimmings materials accepted in the Co-collected Food Scrap/Yard Trimmings program as listed in Attachment B, Section 5.
Category 2: Recyclable Materials accepted in the Recyclable Materials Collection program as listed in Attachment B, Section 5.
Category 3: Non-recoverable MSW
Category 4: HHW, E-waste, U-waste, automobile parts and other materials that should not be placed in the MSW Cart

*Analysis*: The results of the samples shall then be used to produce a characterization that shall be used to assess the recoverability of materials in the MSW Cart.

*Calculating Density on Service*: For purposes of determining the average densities of MSW Collected, and as a metric to evaluate Collection efficiencies and Cart capacity utilization, the Contractor shall perform the following calculation:

The net tonnage of MSW Collected in the sampled trucks (or Carts) shall be calculated by dividing by the total tons Collected of MSW by the total on-service cubic yards Collected to calculate a density for the MSW stream and the results shall be recorded and reported in the audit.

For example, if one (1) load sampled weighed a total of 5 Tons and was Collected from 1000 cubic yards on service, the average "material on service density" for the MSW stream would be 100 lbs. per cubic yard. Cubic yards on service shall be calculated using actual route data (i.e. if one route sampled collected 100 64-gal carts, the yards on service for that route would be 6,400 gallons, or 31.7 cubic yards).

Exhibit N-4 includes the characterization data collection sheet that shall be used for the MSW characterization studies.

*Reporting*: Contractor shall submit a written report to the City semi-annually beginning with Contractor's first Quarterly report in Quarter 3, 2024. The report will summarize the results of the characterization study, including a summary of the characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; locations where the samples were collected; a description and photographs of the types of Contaminants found during the characterization study; the average on-service density for the materials sampled (i.e. load weights divided by yards serviced); and any other data requested by the City.

## 1.d. Requirements if Contamination exceeds 25%:

If the sampled weight of prohibited Contaminants exceeds twenty-five percent (25%) of the measured sample for any material type (MSW, Recyclable Materials and/or Food Scraps/Yard Trimmings), the Contractor shall perform the following:

(A) Notify all Residents and/or Commercial/Multi-family Customers on the sampled Collection route(s) of the requirement to properly separate materials into the appropriate Carts. The Contractor may provide this information by placing a notice on the Residents' Cart(s), gate, or door, and/or by mail, e-mail, or electronic message to the Resident. All notifications distributed to Residents must be approved by the City prior to distribution.

(B) During the quarter after the characterization where a Contamination rate of 25% or more was found for any stream (MSW, Recyclable Materials and/or Food Scraps/Yard Trimmings), Contractor shall target the high-Contamination route(s) for each such stream to be audited in the regularly-scheduled, semi-annual on-site field Cart Contamination audits described in Section 2 of this Attachment N.

## 1d. Characterization Methodology for C&D Processing Facilities

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

Twice annually beginning July 2024 and January 2025, Contractor shall report facility-wide Diversion rates for all C&D Processing Facilities used by the Contractor. The Contractor shall provide facility-wide Diversion rate data and a written explanation, including calculations, of how the Diversion rate was calculated. The City may request source documentation supporting the facility-wide Diversion rate. Upon request by the City, the Contractor shall conduct a weight-based characterization study for materials Collected by Contractor in Laguna Beach and delivered to the Contractor's C&D Processing Facility over the course of a five (5) day period. The Contractor shall manually sort the contents of each of the C&D loads originating in the City by commodity types (including, at a minimum, Wood, concrete, asphalt, drywall/gypsum, bricks, metals, dirt, Yard Trimmings, and grubbing material) and weigh the separated commodities to calculate the Diversion rate.

**Reporting:** Contractor shall submit a written report to the City semi-annually beginning January 2025. The report shall summarize the results of the characterization study, including a roll-up of all five (5) days of characterization results; the measured weights for each commodity or category; the percent of each commodity/category found in each sample and in aggregate; a description and photographs of the types of Residue materials found during the characterization study; the average on-service density for the materials sampled (i.e. load weights divided by yards serviced); and any other data requested by the City. Upon approval by the City, the results of the characterization study shall be applied to the Tons delivered to the C&D Processing Facility and Tons of Residue delivered to the Landfill in subsequent monthly reports and shall be in effect until the results of the next characterization study are approved by the City.

## 2. Residential On-site Field Cart Contamination Audits

The following methodology shall be used to conduct on-site field Contamination audits of the following materials:

- Residential Recyclable Materials
- Residential Co-collected Food Scraps/Yard Trimmings
- Residential MSW

Timing: On-site field Contamination audits shall be conducted two (2) times each calendar year on a semi-annual basis.

### Methodology:

Before the on-site field Contamination audits are conducted, the Contractor shall coordinate with the City to target specific Residential neighborhoods throughout the City. Contractor shall target routes for audits that were found to have a 25% or higher Contamination rate based on characterizations conducted the previous quarter as described in Section 1d of this Attachment N. Each semi-annual on-site field Contamination audit shall target a minimum of five percent (5%) of the Residences served by the Contractor in the City. The Contractor may conduct the audit over the course of several days or complete the audit in a single day, provided it allocates adequate staffing to complete the methodology herein in a diligent and workmanlike fashion. Per Section 18984.5(b) of the SB 1383 regulations, audits shall be conducted in a manner that results in Carts along ***all*** Contractor ***routes*** being audited ***annually***. The audits shall be conducted on Carts placed at curbside or in the alley by the Resident for Collection by Contractor (e.g. MSW, Recyclable Materials, and Co-Collected Food Scraps/Yard Trimmings) before the Carts are Collected on the regular service day, in order to observe full Carts. The specific methodology for conducting the audit of each Cart shall be as follows:

1. Upon arrival at a Residence, note Cart serial number(s) (if the carts have a serial number), the material-type for each Cart (MSW, Recyclable Materials, or Food Scraps/Yard Trimmings), the size of the Cart, and number of carts set out for service.
2. Flip lid of each Cart and note fullness of each Cart. Using a tool, prod around to reposition materials in Cart to visually assess maximum amount of the contents of the Cart. Open bags if most of the contents in the Cart are bagged. Note and photograph any Contamination observed in any Cart audited. Note photo numbers on audit sheet and if materials are bagged. Estimate percentage, by volume, of specific Contamination materials observed (e.g. glass or plastics in Food Scraps/Yard Trimmings Cart; leaves in Recyclable Materials Cart; aluminum cans in MSW Cart) and note them on audit sheet.

3. If Contaminants are observed, place a 'hang tag' on the Contaminated Cart noting the unacceptable material that was found in the Cart and provide public education materials reminding the Customer of what materials are acceptable in which Carts (as further described below). If non-containerization is observed (i.e. overflowing MSW, Recyclable Materials, or Yard Trimmings/Food Scraps, bags of materials on the ground, etc.), place a separate 'hang tag' as described in Attachment B, Section 2.7, on the container(s).
4. Once per year, for twenty percent (20%) of the Food Scrap/Yard Trimming Carts audited, place the Cart on a scale and note total weight. Record standard tare weights based on Cart size and subtract the tare weight from the total Cart weight to obtain the net Cart weight. Record the net Cart weight. The weighing of Food Scrap/Yard Trimmings carts shall take place during different quarters each year so that after 4 years, the Contractor will have weighed Food Scrap/Yard Trimmings Carts during each calendar quarter during the previous four years.

During the audits, the Contractor shall note all the following attributes on the data collection form in Exhibit N-5:

- Fullness of each of the Carts set out for Collection (percent full – by volume)
- Percentage, by volume, of observed Contamination in each of the Carts set out for Collection (i.e., MSW or Food Scraps in Carts for Recyclable Materials; Recyclable Materials, Food Scraps, and/or Yard Trimmings in MSW Cart; Recyclable Materials and MSW in a Co-collected Food Scraps/Yard Trimmings Cart)
- Descriptions of specific Contaminants found in each Cart
- Participation of Residents in Co-collection program (i.e., the presence of Co-Collected Yard Trimmings/Food Scrap Cart set out for Collection)
- Curbside/alley placement rates (i.e., the absence of a Recyclable Materials or Food Scraps/Yard Trimmings Cart when an MSW Cart is present at the curb or in the alley)
- The presence of bagged materials in Recyclable Materials and/or Food Scraps/Yard Trimmings Carts
- Total weight of each Cart for at least 20% of the Food Scrap/Yard Trimmings Carts audited (weigh using portable scale) if the annual weighing requirement occurred during the audit that is being performed and reported

If there is any observable Contamination in any Cart, the Contractor shall place a 'hang tag' on the Cart notifying the Customer of the Contamination incident and how to correct it. The 'hang tag' shall indicate 1) the type of Contaminant(s) observed by Contractor's staff during the audit and 2) the appropriate Cart in which the prohibited Contaminant(s) should be placed. The notification shall include information regarding the Resident's requirement to properly separate materials into the appropriate Carts. The City shall approve of the 'hang tag' before it is placed into use. The Contamination items and

quantities shall be noted and photographed. The photo number and Contamination item(s) shall be noted in the field data collection sheet.

Reporting: Contractor shall submit a written report for the semi-annual audits to the City in the quarterly report that covers the reporting period when the audit was conducted (i.e. if the audit was conducted in August 2025 (calendar quarter 3), the report shall be submitted with the Quarter 3 report. The report shall summarize the results of the auditing program, the number of households audited, the number of non-participants for each Diversion program (Recyclable Materials and Food Scraps/Yard Trimmings), Contamination incidents for each quarterly audit, the average fullness levels of each type of Residential Cart (MSW, Recyclable Materials and Food Scraps/Yard Trimmings), the average weights of Food Scraps/ Yard Trimmings Carts, the average observed Contamination levels for MSW, Recyclable Materials and Food Scraps/ Yard Trimmings Carts, locations where on-site Contamination audits were conducted, addresses of Residents where prohibited Contaminants were observed, addresses where Recyclable Materials and/or Food Scraps/ Yard Trimmings program non-participation was observed (i.e. Recyclable Materials or Food Scraps/ Yard Trimmings Carts were not rolled out to the curb or placed in the alley for Collection), descriptions of specific Contaminants found in each type of Cart (MSW, Recyclable Materials and Food Scraps/ Yard Trimmings Carts), photos supporting the findings.

If the audit data shows that, during Phase 1 (July 1, 2024 – December 31, 2026 as described in Article 6), the observed Contamination levels, by volume, for any stream (MSW, Recyclable Materials, and/or Food Scraps/Yard Trimmings) exceed 25%, Contractor shall submit an action plan to reduce Contamination as part of its report. If the audit data shows that, after January 1, 2027 and for the remainder of the Agreement Term, that the observed Contamination levels, by volume, for any stream exceed 15%, Contractor shall submit an action plan to reduce Contamination as part of its report. The Contamination Reduction Action Plans submitted by Contractor shall include a detailed plan to reduce Contamination for the neighborhoods where high levels of Contamination were observed during the audits. The plan may include presentations at neighborhood association meetings, door-to-door canvassing by Recycling Coordinators, the distribution of written materials to all households on the route where high levels of contamination were encountered, targeted social media posts, etc.

## 2b. Commercial/Multi-family In-Field Container Contamination Audits

The following methodology shall be used to conduct on-site field Contamination audits of the following Commercial and Multi-Family programs:

- Single-Stream Recyclables
- Source separated Food Scraps
- MSW

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

**Purpose:** To quantify the volume of Divertible materials (i.e. Recyclable Materials, Yard Trimmings and Food Scraps) in Commercial MSW Containers to measure the efficacy of Source-Separated Recycling and Food Scrap Collection programs; and the data gathered from the on-site field Container Contamination audits will help the City to determine the following:

1) If there are Divertible materials still being deposited in the MSW Bins/Carts after a Single Stream Recycling program and a Food Scrap Collection program have been implemented.
2) The levels of Contamination in Single-Stream Recycling and Food Scrap Collection Bins as well as in MSW Bins/Carts.
3) The types, weights, volumes, and densities of materials being placed into the MSW Bin/Cart after a Single Stream and/or Single Material Recycling program and a Food Scrap Collection program have been implemented.
4) Identify specific Customers where additional outreach, education and training is needed.

**Timing**: On-site field Contamination audits shall be conducted on an on-going basis and incorporated into the Recycling Coordinators' daily site work so that annually all Commercial and Multi-Family Customers in the City will receive at least one (1) field Contamination audits of all of the above-listed components. Audits shall commence in July 2024 and continue throughout the Term.

**Methodology**: Using a field data sheet collaboratively developed and approved of by the City, Contractor shall note the following attributes for all Bins and/or Carts present at each Customer:

- Capacity utilization (i.e. Bin/Cart percent full by volume)
- Percentage, by volume, of Recyclable Materials and Food Scraps found in each Bin/Cart
- Percentage, by volume, of MSW found in the Single Stream Recyclables and/or Food Scrap and/or Yard Trimmings Bin/Cart(s)
- Percentage, by volume, of Divertible Food Scraps and of Recyclable Materials found in the MSW Bin/Cart (percentage of each material)
- Percent fullness of each Bin/Cart associated with the account
- Serial numbers or bar code numbers on the Bins/Carts
- Weight of a minimum of five percent (5%) of the Food Scrap Carts audited
- Date of site visit
- Photo number(s)
- Discrepancies between field inventories and account service database (i.e. what equipment the Customer has compared to what that Customer is being billed for)
- Any other notable observations.

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

The on-site field Contamination audits shall be conducted as close as possible to the regular Collection day and time for the Bins/Carts to obtain an accurate assessment of the Bin/Cart contents at the time of routine Collection. All field observations shall be photo-documented and photo numbers tracked on the field data collection sheet.

**Reporting**: Contamination field audit data shall be tracked in the City's Customer Relationship Management (CRM) system and/or Red/Green Listing. Annually, in April, (beginning April 2025) the Contractor shall submit a summary report with all year-to-date data aggregated and analyzed. Key metrics in the report shall include:

- Average Bin/Cart capacity utilization by stream and component
- Average Contamination percentage levels, by volume, by stream, by component and by Contamination types
- Material densities by stream and by component, accounting for capacity utilization
- Any disparities between field observations and service discrepancies
- Photos and descriptions of common Contaminants encountered
- If Contamination exceeds ten percent (10%) by component, an action plan to reduce Contamination
- Actions taken to reduce Contamination during the reporting period
- Other notable data

# 3. Assessment of Phase 1 and Phase 2 Performance Metrics

To determine whether Contractor has earned the Phase 1 and/or Phase 2 Extension Incentive(s) described in Article 6 of the Agreement, the City will utilize the assessments described below. A summary of the timing of Phase 1 and 2 are included below.

Phase 1 timing: As described in Article 6 of the Agreement, the Phase 1 implementation period will be between July 1, 2024 and December 31, 2026. The Phase 1 evaluation period will be between January 1, 2027 and June 30, 2027. The Contractor shall be notified of the Contamination level achieved during Phase 1, and whether or not Contractor earned the 1-year extension, on or before July 1, 2027.

Phase 2 timing: As described in Article 6 of the Agreement, the Phase 2 period will be from January 1, 2027 through June 30, 2029. The Phase 2 evaluation period will be between July 1, 2029 and December 31, 2029. The Contractor shall be notified of the Contamination level achieved during Phase 2, and whether or not Contractor earned the 1-year extension, on or before January 1, 2030.

## 3.a. Assessment of Phase 1 Performance Metrics

1. **Achievement of Phase 1 Contamination Caps for Residential Streams**

    a. During calendar year 2026, using the protocols included in Subparts 1a, 1b and 1c of this Attachment N, the Contractor will conduct regular, recurring weight-based characterization studies of the following materials streams to determine the level of Contamination and whether Contractor has met the Contamination caps required for the Phase 1 Extension Incentive. The characterizations shall be conducted by Contractor during calendar year 2026, as normally scheduled per this Attachment N. The Phase 1 Contamination caps (maximum allowed Contamination by weight) are included below for each stream:
        1. Residential
            a. Recyclable Materials Phase 1 Contamination Maximum: 25%
            b. MSW Phase 1 Contamination Maximum: 25%. (Note: The 25% Contamination Maximum includes the combined weight of Recyclable Materials, Yard Trimmings and Food Scraps found in MSW)
            c. Co-Collected Food Scraps/Yard Trimmings Phase 1 Contamination Maximum: 25%
        2. Commercial/Multi-family
            a. Recyclable Materials Phase 1 Contamination Maximum: 25%

b. MSW Phase 1 Contamination Maximum: 25%. (Note: The 25% Contamination Maximum includes the combined weight of Recyclable Materials, Yard Trimmings and Food Scraps found in MSW)
c. Source-separated Food Scraps Phase 1 Contamination Maximum: 25%

b. The City, or its representative, will be present for these characterization studies to verify that the Contractor has properly conducted the characterization studies, and to observe the calculations, weighing of materials and the results of the characterization. Contractor shall provide no less than 30-days advance notice to the City of the dates for each characterization. Contractor shall submit the results of the 2026 characterizations on a quarterly basis as described in Section 1 of this Attachment N. On or before December 31, 2026, Contractor shall submit the aggregated results of the six characterizations conducted on the three Residential streams in 2026 and the aggregated results of the six characterizations conducted on the three Commercial/multi-family streams in 2026 showing the total annual composite Contamination levels for each stream. Refer to Exhibit N.6 for the protocol for calculating the composite Contamination levels. City will notify Contractor of its decision about which Contamination caps have been achieved and which, if any, have not been met, on or before June 30, 2027.
c. If Contractor has failed to meet any of the Contamination caps required to earn the Phase 1 Extension Incentive, the following process shall be followed. For any stream (MSW, Recyclable Materials and/or Co-Collected Food Scraps/Yard Trimmings) where the characterization study showed that the Contamination cap was exceeded, the Contractor may, at Contractor's sole expense, conduct one (1) additional characterization study for each of the failed streams on or after January 1, 2027. The City or its representative shall be notified by Contractor no less than 30 calendar days in advance of the date(s) when each additional characterization is scheduled so City representatives or staff can be present to verify that the Contractor has properly conducted the additional characterization study(ies), and to observe the calculations, weighing of materials and the results of the characterization. The results of the additional characterization shall be averaged with the 2 regularly-scheduled characterizations of the same material stream to calculate a composite Contamination percentage that includes the results of all three characterizations for the specific stream (i.e. MSW, Recyclable Materials, or Co-collected Food Scraps/Yard Trimmings). Refer to Exhibit N.6 for the protocol for calculating the composite Contamination levels. All subsequent, additional characterization studies for those streams(s) exceeding the Contamination cap(s) must be completed on or before March 31, 2027, and the results submitted to the City on or before May 1, 2027. Example: The Contractor completed its

characterization of the Recyclable Materials (or Co-collected Food Scraps/Yard Trimmings or MSW) for Calendar Year 2026 and found a Contamination rate in excess of 25% for one or more of the streams. The Contractor could conduct one (1) additional characterization study of each of the stream(s) that exceeded the 25% contamination cap on or before March 31, 2027 and submit the results to the City on or before May 1, 2027.

## 3.b. Assessment of Phase 2 Performance Metrics

### 1. Achievement of Phase 2 Contamination Caps for Residential Streams

a. During Agreement year 2028-29 (July 1, 2028 – June 30, 2029), using the protocols included in Subparts 1a, 1b and 1c of this Attachment N, the Contractor shall conduct regular recurring weight-based characterization studies of the following material streams to determine the level of Contamination and whether Contractor has met the Contamination caps required for the Phase 2 Extension Incentive. The characterizations shall be conducted by Contractor during Agreement year 2028-29, as normally scheduled per this Attachment N. The Phase 2 Contamination caps (maximum allowed Contamination by weight) are included below for each stream:

1. Residential
    a. Recyclable Materials Phase 2 Contamination Maximum: 15%
    b. MSW Phase 2 Contamination Maximum: 15%. (Note: The 25% Contamination Maximum includes the combined weight of Recyclable Materials, Yard Trimmings and Food Scraps found in MSW)
    c. Co-Collected Food Scraps/Yard Trimmings Phase 2 Contamination Maximum: 15%
2. Commercial/Multi-family
    a. Recyclable Materials Phase 2 Contamination Maximum: 15%
    b. MSW Phase 2 Contamination Maximum: 15%. (Note: The 25% Contamination Maximum includes the combined weight of Recyclable Materials, Yard Trimmings and Food Scraps found in MSW)
    c. Source-separated Food Scraps Phase 2 Contamination Maximum: 15%

b. The City, or its representative, will be present for these characterization studies to verify that the Contractor has properly conducted the characterization study(ies), and to observe the calculations, weighing of materials and the results of the characterization. Contractor shall provide no less than 30 calendar days advance notice to the City of when each

characterization is scheduled. Contractor shall submit the results of the Agreement Year 2028-29 characterizations on a quarterly basis as described in Section 1 of this Attachment N. On or before June 30, 2029, Contractor shall submit the aggregated results of the six characterizations conducted on the three Residential streams during Agreement Year 2028-29 and the aggregated results of the six characterizations conducted on the three Commercial/multi-family streams in Agreement Year 2028-29 showing the total composite contamination levels for each stream. Refer to Exhibit N.6 for the protocol for calculating the composite contamination levels. City will notify Contractor of its decision about which Contamination caps have been achieved and which, if any, have not been met, on or before December 31, 2029.

c. If Contractor has failed to meet the any of the Contamination caps required to earn the Phase 2 Extension Incentive the following process shall be followed. For any stream where the characterization study showed that the Contamination cap was exceeded, the Contractor may, at Contractor's sole expense, conduct one (1) additional characterization study for each of the failed streams. The City or its representative shall be notified by Contractor no less than 30 calendar days in advance of the date(s) when each additional characterization is scheduled so City representatives or staff can be present to verify that the Contractor has properly conducted the additional characterization study(ies), and to observe the calculations, weighing of materials and the results of the characterization. The results of the additional characterization shall be averaged with the results of the 2 regularly-scheduled characterizations for the same stream, to calculate a composite Contamination percentage that includes the results of all three characterizations for the specific stream (i.e. MSW, Recyclable Materials, or Co-collected Food Scraps/Yard Trimmings). Refer to Exhibit N.6 for the protocol for calculating the composite Contamination levels when using a supplemental characterization study. All subsequent characterization studies for those stream(s) exceeding the Contamination cap(s) must be completed on or before October 1, 2029 and the results submitted to City on or before November 1, 2029. Example: The Contractor completed its characterization of the Recyclable Materials (or Co-collected Food Scraps/Yard Trimmings or MSW) for Agreement Year 2028-29 and found a Contamination rate in excess of 15% for one or more of the streams. The Contractor could conduct one (1) additional characterization study of each of the stream(s) that exceeded the 15% contamination cap on or before September 30, 2029 and submit the results on or before November 1, 2029.

## Section 4. City's Process for Evaluation of Contractor's Attainment of Minimum Level of Program Implementation Standards

For purposes of the minimum level of program implementation standards described in Article 10 of the Agreement, Contractor will be required to have SB 1383-compliant Diversion programs at 95% or more of all Commercial and Multi-family Premises by June 30, 2025 and thereafter. The City will evaluate Contractor's performance to determine whether or not the minimum level of Diversion program implementation has been achieved during the time periods set forth in Article 10.02.A.1. To evaluate Contractor's performance, the City will review the Red/Green Tracking Spreadsheet and/or CRM System, time and work logs of the Sustainability Coordinator, all the Monthly, Quarterly, and Annual Reports, listed in Attachment K, submitted by Contractor up to and including the Monthly Report for June 2025. The City, at its sole discretion, may also conduct site visits at Customers' Premises to determine whether Contractor has achieved the minimum required Diversion program implementation. The site surveys will determine whether the required SB 1383 program(s) is/are in place, and whether the Customer is fully participating in the program(s). In order for a Customer's program to be found to be "fully implemented", Contractor must have completed all steps for program implementation listed in Section 3.7 of Attachment B to the satisfaction of City. Data gathered at each site by the City may include:

- Capacity utilization (i.e. Bin/Cart percent full by volume)
- Percentage, by volume, of Recyclable Materials and Food Scraps found in each Bin/Cart
- Percentage, by volume, of MSW found in the Single Stream Recyclables and/or Food Scrap and/or Yard Trimmings Bin/Cart(s)
- Percentage, by volume, of Divertible Food Scraps and of Recyclable Materials found in the MSW Bin/Cart (percentage of each material)
- Percent fullness of each Bin/Cart associated with the account
- Serial numbers or bar code numbers on the Bins/Carts
- Date of site visit
- Photo number(s)
- Any other notable observations.

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

### Exhibit N-1: Schedule of Characterization Studies to be Conducted During the Term of the Agreement

| Agreement Year*→ | | YR 1 | YR 2 | YR 3 | YR 4 | YR 5 | YR 6 | YR 7 | YR 8 | YR 9** | YR 10** |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 7/1/24 – 6/30/25 | 7/1/25 – 6/30/26 | 7/1/26 – 6/30/27 | 7/1/27 – 6/30/28 | 7/1/28 – 6/30/29 | 7/1/29 – 6/30/30 | 7/1/30 – 6/30/31 | 7/1/31 – 6/30/32 | 7/1/32 – 6/30/33 | 7/1/33 – 6/30/34 |
| RESIDENTIAL | SS RECYC | Q3 2024 (HI), Q1 2025(LO) | Q2 2026 (HI), Q1 2026 (LO) | Q3 2026 (HI), Q1 2027(LO) | Q2 2028 (HI), Q4 2027 (LO) | Q3 2028 (HI), Q1 2029(LO) | Q2 2030 (HI), Q4 2029 (LO) | Q3 2030 (HI), Q1 2031(LO) | Q2 2032 (HI), Q4 20231 (LO) | Q3 2032 (LO), Q1 2033 (HI) | Q2 2034 (HI), Q4 20313 (LO) |
| | YT/FS | Q3 2024 (HI), Q4 2024(LO) | Q2 2026 (HI), Q1 2026(LO) | Q3 2026 (HI), Q4 2026(LO) | Q2 2028 (HI), Q1 2028(LO) | Q3 2028 (HI), Q4 2028(LO) | Q2 2030 (HI), Q1 2030(LO) | Q3 2030 (HI), Q1 2031(LO) | Q2 2032 (HI), Q4 20231 (LO) | Q3 2032 (LO), Q1 2033 (HI) | Q2 2034 (HI), Q4 2033 (LO) |
| | MSW | Q4 2024 (LO), Q3 2024 (HI) | Q2 2026 (HI), Q1 2026 (LO) | Q4 2026 (LO), Q3 2026 (HI) | Q2 2028 (HI), Q4 2027 (LO) | Q4 2028 (LO), Q3 2028 (HI) | Q2 2030 (HI), Q4 2039 (LO) | Q3 2030 (HI), Q1 2031(LO) | Q2 2032 (HI), Q4 20231 (LO) | Q3 2032 (LO), Q1 2033 (HI) | Q2 2034 (HI), Q4 20313 (LO) |
| COMMERCIAL/MULTI-FAMILY | SS RECYC | Q1 2025 (LO), Q2 2025 (HI) | Q3 2025 (HI), Q4 2025(LO) | Q1 2027 (LO), Q2 2027 (HI) | Q3 2027 (HI), Q4 2027(LO) | Q1 2029 (LO), Q2 2029 (HI) | Q3 2029 (HI), Q4 2039 (LO) | Q1 2031 (LO), Q2 2031 (HI) | Q3 2031 (HI), Q4 2031 (LO) | Q1 2033 (LO), Q2 2033 (HI) | Q3 2033 (HI), Q4 2033(LO) |
| | FS | Q1 2025 (LO), Q2 2025 (HI) | Q3 2025 (HI), Q4 2025(LO) | Q1 2027 (LO), Q2 2027 (HI) | Q3 2027 (HI), Q4 2027(LO) | Q1 2029 (LO), Q2 2029 (HI) | Q3 2030 (HI), Q4 2030(LO) | Q1 2031 (LO), Q2 2031 (HI) | Q3 2031 (HI), Q4 2031 (LO) | Q1 2033 (LO), Q2 2033 (HI) | Q3 2033 (HI), Q4 2033(LO) |
| | MSW | Q1 2025 (LO), Q2 2025 (HI) | Q3 2025 (HI), Q4 2025(LO) | Q1 2027 (LO), Q2 2027 (HI) | Q3 2027 (HI), Q4 2027(LO) | Q1 2029 (LO), Q2 2029 (HI) | Q3 2029 (HI), Q4 2030(LO) | Q1 2031 (LO), Q2 2031 (HI) | Q3 2031 (HI), Q4 2031 (LO) | Q1 2033 (LO), Q2 2033 (HI) | Q3 2033 (HI), Q4 2033(LO) |
| | | **PHASE 1** | | | **PHASE 2** | | | | | | |

**Key**

SS = Source-Separated Recyclable Materials
YT/FS = Co-collected Yard Trimmings and Food Scraps
MSW = Municipal Solid Waste
*The quarters referred to in this table follow the **calendar** year as follows:

Q1 = Jan 1 – March 31
Q2 = April 1 – June 30
Q3 = July 1 – September 30
Q4 = October 1 – December 31

**If Contractor earns either or both extensions of the Term described in Article 6 of the Agreement, the schedule for years 9 and/or 10 in the table above shall apply.

# ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

### Exhibit N-2: Characterization Form for Recyclable Materials Being Delivered to Clean MRF

| | | | | |
|---|---|---|---|---|
| City | | | | |
| Day | | | | |
| Date | | | | |
| Time | | | | |
| Route | | | | |
| Origin | | | | |
| Truck Number | | | | |
| Total Sample Weight | | | | |
| Total Load Weight | | | | |
| Quadrate Locations | X-axis | Y-axis | Quadrate Number | |
| | A | B | C | D |
| | Total Weight | Container Weight | Net Weight *(A-B=C)* | Percent |
| **Flattened, Corrugated Cardboard** | | | | |
| **Unflattened Corrugated Cardboard** | | | | |
| **Flat. Coated Corrugated Cardboard** | | | | |
| **Unflat. Coated Corrugated Cardboard** | | | | |
| **Newspaper** | | | | |
| **Office Paper** | | | | |
| **Colored Ledger Paper** | | | | |
| **Computer Paper** | | | | |
| **Mixed Paper** | | | | |
| **Clear Glass Bottles & Containers** | | | | |
| **Colored Glass Bottles & Containers** | | | | |
| **Ferrous Metals** | | | | |
| **Non Ferrous Metals** | | | | |
| **HDPE Plastic** | | | | |
| **PET Plastic** | | | | |
| **Film Plastic** | | | | |
| **Rigid Plastic** | | | | |
| **Wood** | | | | |
| **Tires** | | | | |
| **Household Hazardous** | | | | |
| **Total Recyclables** | | | | |
| **Textiles** | | | | |
| **Remainder/Composite Plastic** | | | | |
| **Food** | | | | |
| **Yard/Landscape** | | | | |
| **Remainder/Composite Organic** | | | | |
| **Inerts** | | | | |
| **Special Waste** | | | | |
| **Remainder/Composite Metal** | | | | |
| **Flat Glass** | | | | |
| **Remainder/Composite Glass** | | | | |
| **Remainder/Composite Paper** | | | | |
| **Mixed Residue** | | | | |
| **Total Contaminants** | | | | |
| **Total Sample Weight** | | | | |
| **Sample Diversion Percentage** | | | | |
| Notes: | | | | |

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

### Exhibit N-3: Characterization Form for Co-Collected Food Scraps/Yard Trimmings and Source-Separated Food Scraps Being Delivered to Processing Facility

| | | | | |
|---|---|---|---|---|
| City | | | | |
| Day | | | | |
| Date | | | | |
| Time | | | | |
| Route | | | | |
| Origin | | | | |
| Truck Number | | | | |
| Total Sample Weight | | | | |
| Total Load Weight | | | | |
| | **A** | **B** | **C** | **D** |
| | Total Weight | Container Weight | Net Weight *(A-B=C)* | Percentage |
| Category 1: Food Scraps | | | | |
| Category 1: Yard Trimmings | | | | |
| Category 1: Food Soiled Paper | | | | |
| Total Category 1 Organics | | | | |
| Category 2: MSW Items | | | | - |
| Category 2: Recyclable Items | | | | - |
| Total Category 2 Contamination | | | | |
| **Total (Cat 1 + Cat 2)** | - | | - | - |
| **Load Diversion Percentage** | | | | - |
| **Notes / Notas:** | | | | |

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

### Exhibit N-4: Characterization Form for MSW

| | | | | |
|---|---|---|---|---|
| City | | | | |
| Day | | | | |
| Date | | | | |
| Time | | | | |
| Route | | | | |
| Origin | | | | |
| Truck Number | | | | |
| Total Sample Weight | | | | |
| Total Load Weight | | | | |
| | **A** | **B** | **C** | **D** |
| | Total Weight | Container Weight | Net Weight *(A-B=C)* | Percentage |
| Category 1: Food Scraps | | | | |
| Category 1: Yard Trimmings | | | | |
| Category 1: Food Soiled Paper | | | | |
| Total Category 1 Organics | | | | |
| Category 2: Recyclable Fibers | | | | |
| Category 2: Recyclable Plastics | | | | |
| Category 2: Recyclable Metals | | | | |
| Category 2: Recyclable Glass | | | | |
| Total Category 2 Recyclables | | | | |
| Total Category 3 MSW | | | | |
| **Total (Cat 1 + Cat 2 + Cat 3)** | - | | - | - |
| **Load Recoverability Percentage** | | | | - |
| **Notes:** | | | | |

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

### Exhibit N5 – Cart Contamination Minimization Audit Field Sheet

| Account # | Address | Date | Bin # | Bin Type | Set Out for Service? | Fullness | % Divertable Recyclables | % Divertable Green Waste/ Food Scraps | % Contamination | Note type of contaminants if observed | Hang tag issued? | Bagged Materials Present? | Weight (GW/FW Carts) | Photo Number(s) | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | MSW | | | | | | | | | | | |
| | | | | RCY | | | | | | | | | | | |
| | | | | GW/FW | | | | | | | | | | | |
| | | | | MSW | | | | | | | | | | | |
| | | | | RCY | | | | | | | | | | | |
| | | | | GW/FW | | | | | | | | | | | |
| | | | | MSW | | | | | | | | | | | |
| | | | | RCY | | | | | | | | | | | |
| | | | | GW/FW | | | | | | | | | | | |
| | | | | MSW | | | | | | | | | | | |
| | | | | RCY | | | | | | | | | | | |
| | | | | GW/FW | | | | | | | | | | | |

## ATTACHMENT N
## Characterizations of Divertible Materials and MSW and Periodic Onsite Field Cart Contamination Audit Protocols

### Exhibit N6 – Protocol to Calculate Composite Characterization Contamination Rate

### Table N6.1: Form to be used to calculate composite characterization contamination rate:

| | | A | B | C | D | E |
|---|---|---|---|---|---|---|
| | | **Characterization #1** | **Characterization #2** | **Total Composite Annual Characterization** | **Supplemental Characterization** | **Total Composite Annual Characterization with Supplemental Characterization** |
| 1 | Divertable Materials (lbs). | | | | | |
| 2 | Contaminants (lbs.) | | | | | |
| 3 | **Total Sample Weight (lbs.)** | | | | | |
| 4 | **Contamination Percentage** | | | | | |

### Scenario 1: Example Phase 1 Contamination Cap Achieved

### Table N6.2: Sample calculations for if Phase 1 contamination cap is achieved

| | | A | B | C | D | E |
|---|---|---|---|---|---|---|
| | | **Characterization #1** | **Characterization #2** | **Total Composite Annual Characterization** | **Supplemental Characterization** | **Total Composite Annual Characterization with Supplemental Characterization** |
| 1 | Divertable Materials (lbs). | 154 | 210 | 364 | | |
| 2 | Contaminants (lbs.) | 45 | 65 | 110 | | |
| 3 | **Total Sample Weight (lbs.)** | **199** | **275** | **474** | | |
| 4 | **Contamination Percentage** | **23%** | **24%** | **23%** | | |

* **Note:** The numbers in the sample calculations in this Attachment N are for example only and do not reflect the actual values of the sampling results.

**Step 1.** Enter weight (in lbs.) of Divertible materials from characterization #1 into Cell A1 and characterization #2 into Cell B1.

**Step 2.** Enter weight (in lbs.) of Contaminants from characterization #1 into Cell A2 and characterization #2 into Cell B2.

**Step 3.** Sum sample weight (in lbs.) of Divertible Materials (A1) and Contaminants (A2) from characterization #1 into Cell A3 and sum Divertible Materials (B1) and Contaminants (B2) from characterization #2 in Cell B3.

**Step 4**. Calculate Contamination rate in row 4 for each characterization by dividing the Contamination weight (A2 characterization #1 and B2 for characterization #2) by the total sample weight (A3 for characterization #1 and B3 for characterization #2). Enter

calculated contamination rate into cell A4 for characterization #1 and B4 for characterization #2.

**Step 5**. Sum weight of Divertible Materials, Contaminants, and Total Sample Weight from characterizations #1 and #2 in column C. Add cell A1 plus cell B1 to calculate total weight of Divertible Materials from both characterizations and enter sum into cell C1. Add cell A2 plus cell B2 to calculate total weight of Contaminants from both characterizations and enter sum into cell C2. Add cell A3 plus cell B3 to calculate Total Sample Weight from both characterizations and enter sum into cell C3.

**Step 6**. Calculate Total Composite Annual Characterization Percentage in cell C4. Dividing the combined Contamination weight for characterization #1 and #2 in cell C2 by the total combined sample weights for characterization #1 and #2 in cell C3. Enter composite Contamination percentage into cell C4 for characterization #1 and #2. In the example provided above, no additional supplemental characterizations are needed as the Contractor's Contamination percentage of 23% did not exceed the Phase 1 contamination cap of 25%. This calculation shall be done for all three streams (MSW, Recyclable Materials and Co-Collected Food Scraps/Yard Trimmings).

## Scenario 2: Phase 1 Contamination Cap Achieved Using Supplemental Characterizations

**Table N6.3: Sample calculations if Phase 1 contamination cap is NOT met but a *supplemental* characterization (Column D) is conducted and incorporated into the averages and the cap is achieved**

| | | A | B | C | D | E |
|---|---|---|---|---|---|---|
| | | **Characterization #1** | **Characterization #2** | **Total Composite Annual Characterization** | **Supplemental Characterization** | **Total Composite Annual Characterization with Supplemental Characterization** |
| 1 | Divertable Materials (lbs). | 154 | 210 | 364 | 150 | 514 |
| 2 | Contaminants (lbs.) | 45 | 80 | 125 | 25 | 150 |
| 3 | **Total Sample Weight (lbs.)** | **199** | **290** | **489** | **175** | **664** |
| 4 | **Contamination Percentage** | **23%** | **28%** | **26%** | **14%** | **23%** |

* **Note:** The numbers in the sample calculations in this Attachment N are for example only and do not reflect the actual values of the sampling results.

**Step 1.** Repeat steps 1 - 6 above to calculate Total Composite Annual Contamination percentage in cell C4. If this amount exceeds the Contamination cap (in this case 25%), the Contractor may conduct one (1) supplemental characterization and enter the results into column D to calculate an updated Contamination percentage.

**Step 2.** Enter weight (in lbs.) of Divertible materials from supplemental characterization into cell D1 and enter weight (in lbs.) of Contaminants from supplemental characterization into cell D2.

**Step 3.** Sum sample weight (in lbs.) of Divertible Materials (D1) and Contaminants (D2) from supplemental characterization into Cell D3.

**Step 4**. Calculate Contamination percentage in cell D4 for supplemental characterization by dividing the Contamination weight (cell D2) by the total sample weight (cell D3). Enter calculated contamination percentage into cell D4 for supplemental characterization.

**Step 5**. Add weight of composite Divertible Materials from cell C1 to Divertible Materials from Supplemental Characterization in cell D1 and enter sum into cell E1. Add weight of composite Contaminants from cell C2 to Contaminants from Supplemental Characterization in cell D2 and enter sum into cell E2. Add weight of total sample from cell C3 to Total Sample Weight from Supplemental Characterization in cell D3 and enter sum into cell E3.

**Step 6**. Calculate Total Composite Annual Characterization with Supplemental Characterization in cell E4 by dividing the combined Contamination weight for all characterizations in cell E2 by the total combined sample weights for all characterizations in cell E3. Enter composite Contamination percentage into cell E4 for all characterizations. In the example provided above, with the supplemental characterization, the Contractor's composite Contamination percentage of 23% did not exceed the Phase 1 Contamination cap of 25%. This calculation shall be done for all three streams to determine the Contamination percentage achieved for each stream (MSW, Recyclable Materials and Co-Collected Food Scraps/Yard Trimmings).

**ATTACHMENT O**

**Clean Materials Recovery Facility(ies)**

## Description of Materials Recovery Facility(ies) to be Used – Clean MRF:

**CR&R Western MRF**

**Location:** 11292 Western Ave, Stanton, CA

**Owner:** CR&R

**SWIS:** 30-AB-0013

**Capacity Guarantee:** Guaranteed by CR&R

**Tonnage Reserved for Laguna Beach:** 6,000+ Tons Annually

**Materials to be Processed:** Residential and Commercial Commingled Recyclables

**Diversion Rate:** 75-95%

**Cost per Ton:** $116.87

**Contact Information:** Michael Silva, michaels@crrmail.com, 714-883-3777

**Equipment Details:** In the early 1980s, CR&R acquired an open-air transfer station in the City of Stanton, which provided the opportunity to establish a regional processing and recycling facility to manage material from surrounding areas. After significant research and development, including extensive studies of international best-in-class technologies, CR&R decided to build the first mixed solid waste processing facility in the United States. CR&R's Materials Recovery Facility (MRF) employs a network of machinery, processing lines, and other features that sort recyclables out of the waste stream to provide customers with cost-effective and efficient recycling programs.

The original facility was constructed in 1992 and has since been updated numerous times.

**ATTACHMENT O**

## Clean Materials Recovery Facility(ies)

Equipment includes:

- Heil Trommel
- Mayfran Conveyors
- Loggeman Baler
- Keith Walking Floors in all bunkers
- Eriez overhead magnets and eddy current separators

**ATTACHMENT P**

**Composting Processing Facility(ies)**

**Description of Composting Facility(ies) to be Used:**

**CR&R Yuma Composting Facility**

**Location:** 19536 South Avenue 1E, Yuma AZ

CR&R's Yuma Composting Facility will be used for yard trimmings, food scraps, and co-collected yard trimmings and food scraps. This facility accepts food-soiled paper and does not limit the percentage of incoming feedstock that can be food-soiled paper. CR&R's facility also accepts compostable plastics and does not limit the percentage of incoming feedstock that can be compostable plastic. The Yuma Composting Facility offers unlimited capacity, ensuring that all Laguna Beach organics will be accepted over the term of the contract.

**Owner:** CR&R

**Capacity Guarantee:** Guaranteed by CR&R

**Tonnage Reserved for Laguna Beach:** Unlimited

**Materials to be Processed:** Yard Trimmings, Food Waste, and Co-Collected Yard Trimmings/Food Scraps

**Compostable Plastic:** Accepted; Percentage of Feedstock not limited

**Food-Soiled Paper:** Accepted; Percentage of Feedstock not limited

**Diversion Rate:** 85-95%

**Cost per Ton:** $39.55

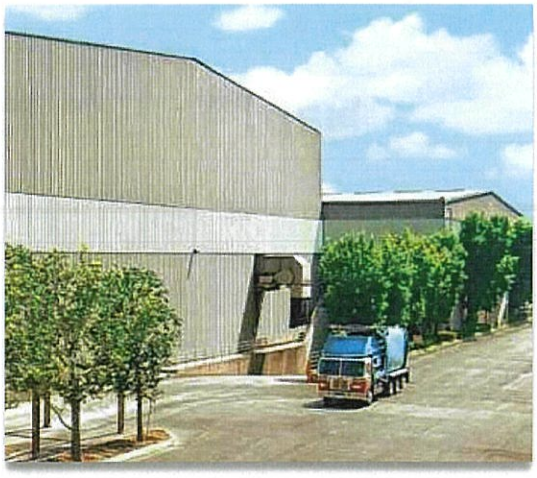
**Contact Information:** Michael Silva, michaels@crrmail.com, 714-883-3777

## ATTACHMENT Q

## Construction and Demolition Debris Processing Facility(ies)

### Description of Construction and Demolition Debris Processing Facility(ies) to be Used:

**CRT C&D MRF**



**Location:** 11232 Knott Ave, Stanton, CA

**Owner:** CR&R

**SWIS:** 30-AB-0462

**Capacity Guarantee:** Guaranteed by CR&R

**Tonnage Reserved for Laguna Beach:** 100%

**Materials to be Processed:** C&D Materials

**Diversion Rate:** 65-85%

**Cost per Ton:** $82.69

**Contact Information:** Michael Silva, michaels@crrmail.com, 714-883-3777

**South Orange County C&D MRF**

**Location:** 31643 Ortega Highway, San Juan Capistrano, CA

**Owner:** CR&R

**SWIS:** 30-AB-0395

**Capacity Guarantee:** Guaranteed by CR&R

**Tonnage Reserved for Laguna Beach:** 100%

**Materials to be Processed:** C&D Materials

**Diversion Rate:** 65-85%

**Cost per Ton:** $82.69

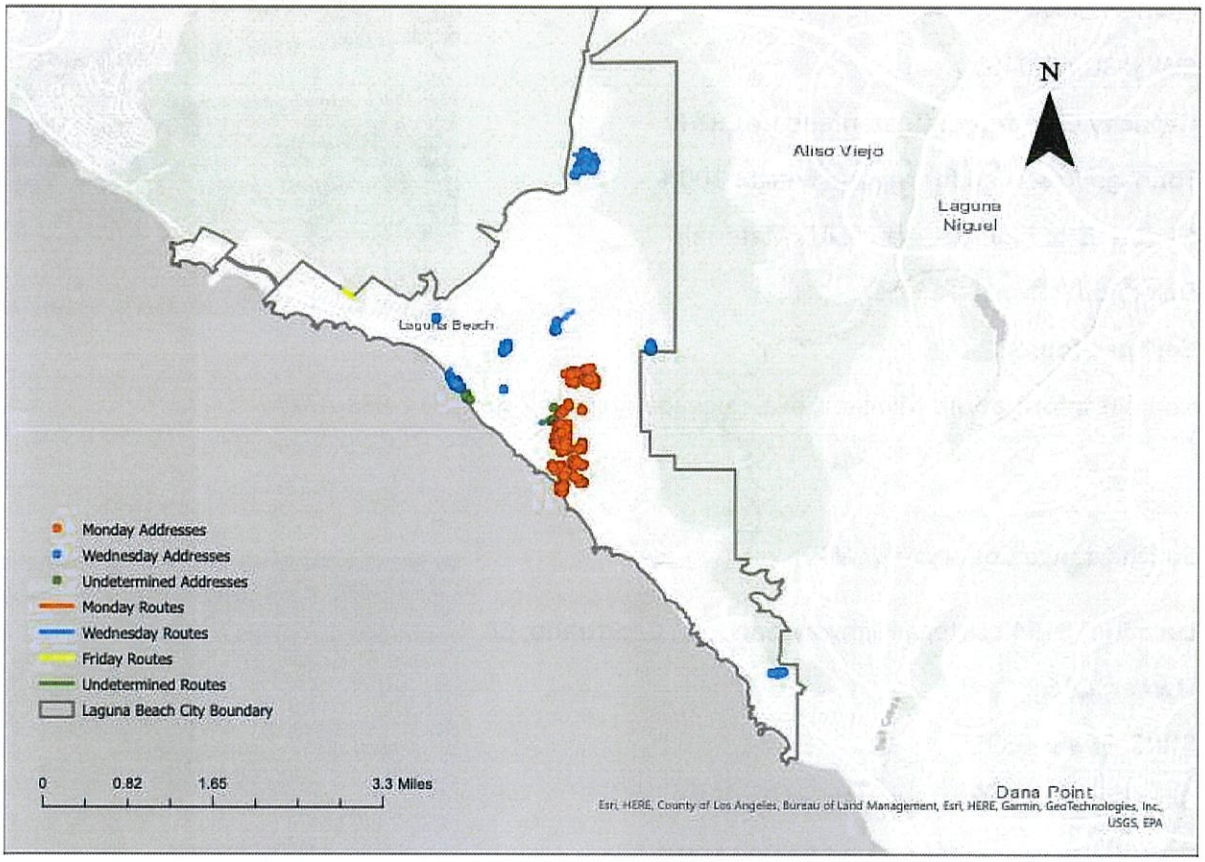
**Contact Information:** Michael Silva, michaels@crrmail.com, 714-883-3777

**ATTACHMENT R**
**Hard to Service Areas**

There are approximately 395 residential accounts that are deemed "hard to service". A listing and maps of these households are included in this Attachment R.

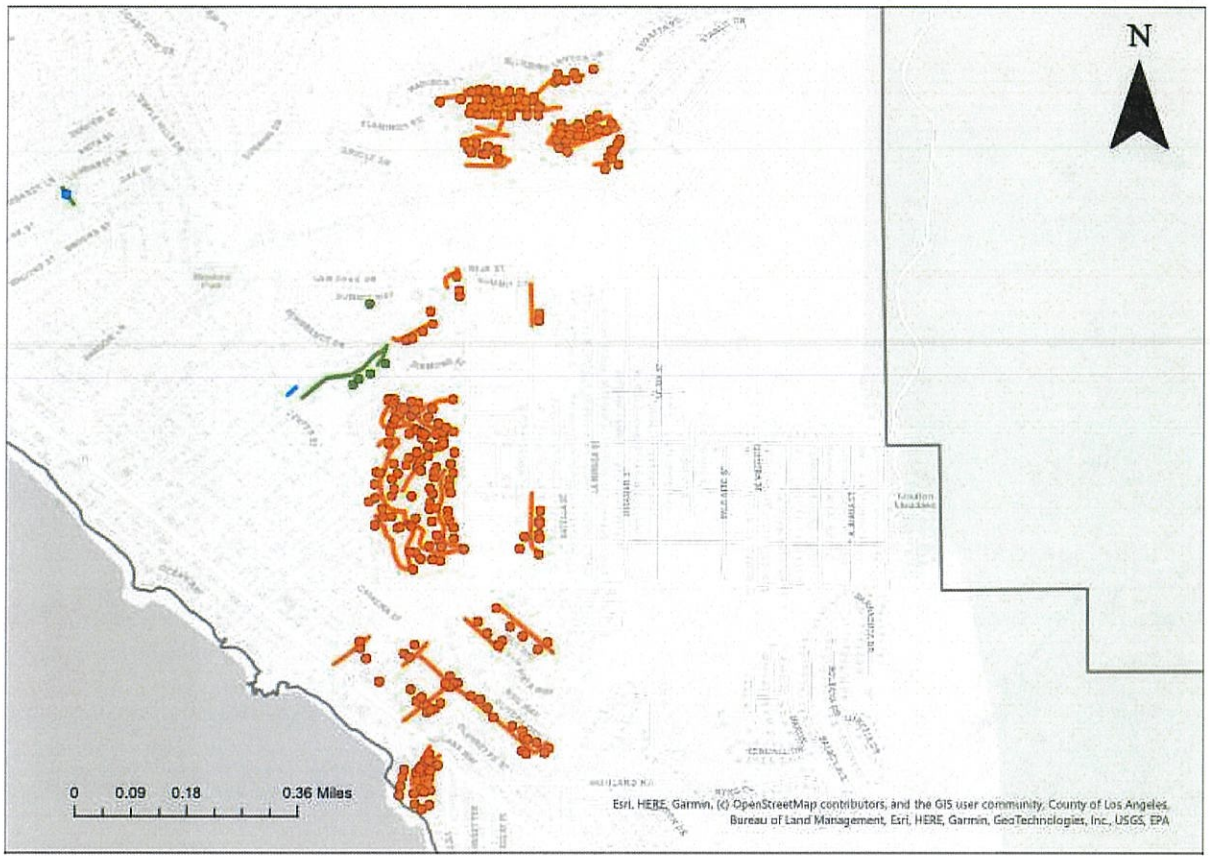
The "hard to service" areas present many issues, including extremely limited vertical and horizontal clearance, limited curb frontage for carts at staging areas, limited turnaround, long backups with limited visibility, steep grades, and narrow alleys/streets.

# Hard To Service Routes And Addresses



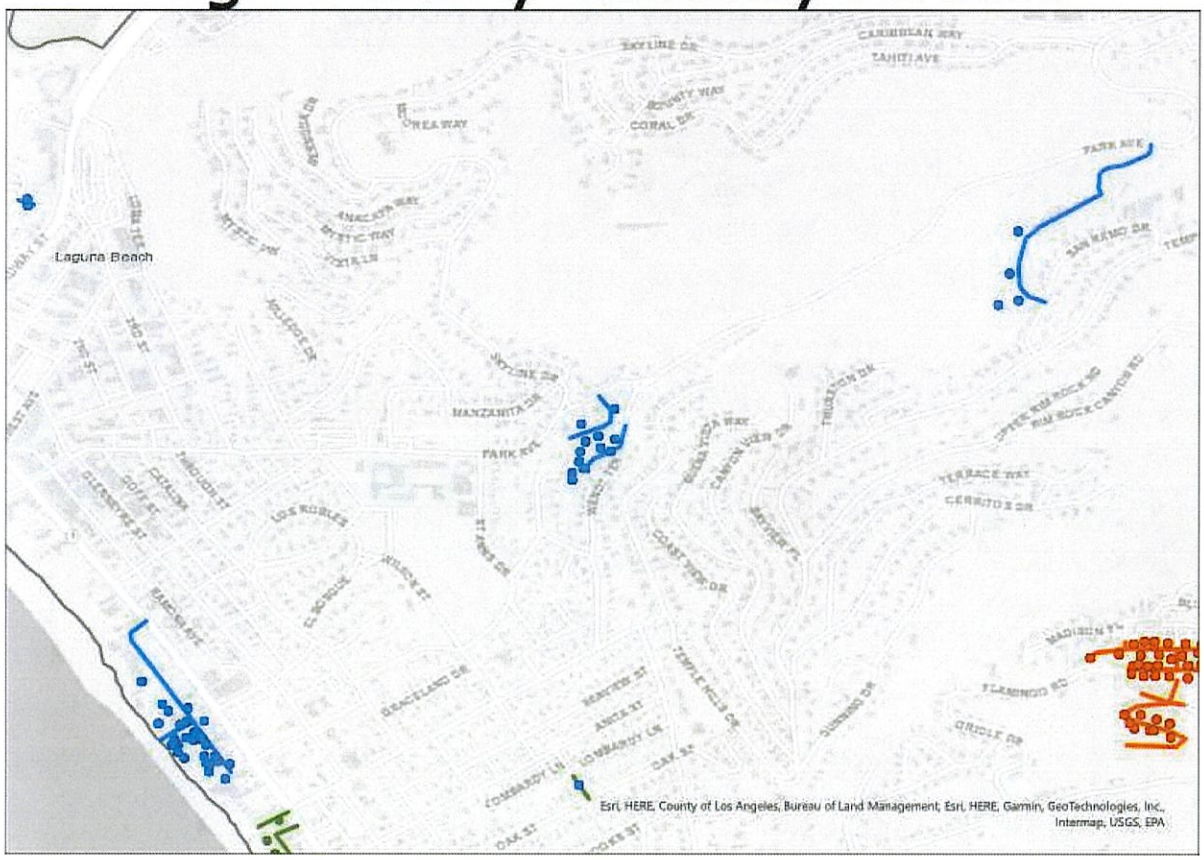
**ATTACHMENT R**
**Hard to Service Areas**

# High Density Monday Routes



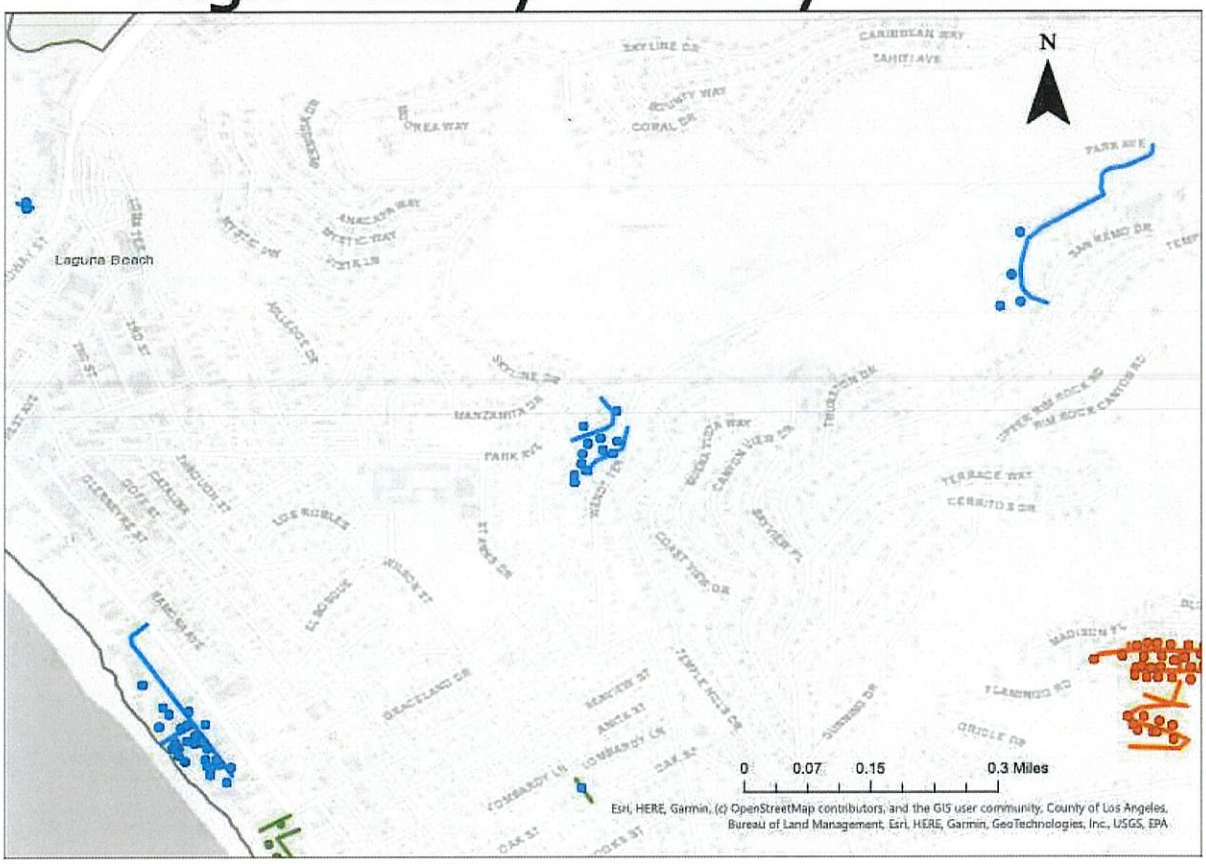
**ATTACHMENT R**
**Hard to Service Areas**

# High Density Tuesday Routes



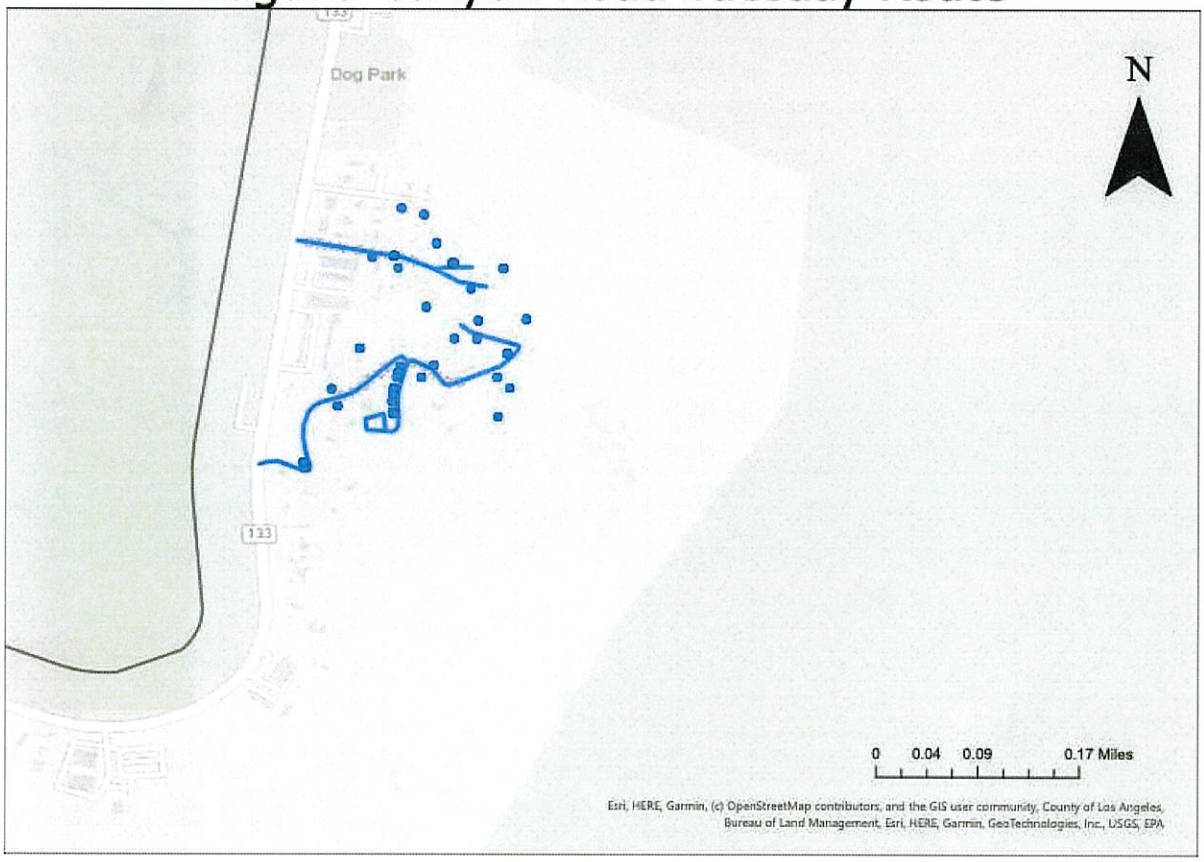
**ATTACHMENT R**
**Hard to Service Areas**

# High Density Tuesday Routes



**ATTACHMENT R**
**Hard to Service Areas**

# Laguna Canyon Road Tuesday Route



# ATTACHMENT R
## Hard to Service Areas

Listing of Hard-to-Service Addresses

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 12935835009 | 217 | 5289 | 21185 | CASTLE ROCK RD | 92651 |
| 12936385001 | 217 | 5392 | 1135 | CRABBE WAY | 92651-3012 |
| 12936495008 | 217 | 5414 | 2210 | CRESTVIEW DR | 92651-3455 |
| 12936715002 | 217 | 5457 | 1037 | DIDRICKSON WAY | 92651-3014 |
| 12936765001 | 217 | 5467 | 2014 | DONNA DR | 92651 |
| 12937145000 | 217 | 5545 | 1036 | DYER PL | 92651-3017 |
| 12937155007 | 217 | 5547 | 1045 | DYER PL | 92651-3016 |
| 12937555003 | 217 | 5626 | 10 | PACIFIC VISTA | 92651-3476 |
| 12937565001 | 217 | 5628 | 777 | GAINSBOROUGH DR | 92651-3411 |
| 12937585007 | 217 | 5632 | 708 | GAINSBOROUGH DR | 92651-3412 |
| 12937595005 | 217 | 5634 | 7 | PACIFIC VISTA | 92651-3476 |
| 12937605003 | 217 | 5636 | 821 | GAINSBOROUGH WAY | 92651-3400 |
| 12937615001 | 217 | 5638 | 799 | GAINSBOROUGH DR | 92651-3411 |
| 12937625009 | 217 | 5640 | 15 | PACIFIC VISTA | 92651-3476 |
| 12938025003 | 217 | 5721 | 670 | GLOMSTAD LN | 92651-2258 |
| 12938585005 | 217 | 5833 | 1191 | JEFFERSON WAY | 92651-3022 |
| 12938595003 | 217 | 5835 | 1198 | JEFFERSON WAY | 92651-3023 |
| 12938745002 | 217 | 5866 | 1108 | KELLER WAY | 92651-3025 |
| 12938755009 | 217 | 5868 | 1118 | KELLER WAY | 92651-3025 |
| 12941305008 | 217 | 6363 | 741 | OCEAN FRONT | 92651-2734 |
| 12941515004 | 217 | 6404 | 2540 | PALA WAY | 92651-4059 |
| 12941525002 | 217 | 6406 | 2702 | PALA WAY | 92651-4044 |
| 12941545008 | 217 | 6410 | 2700 | PALA WAY | 92651-4044 |
| 12942335000 | 217 | 6565 | 4 | ROCKLEDGE RD | 92651-3944 |
| 12942345008 | 217 | 6567 | 8 | ROCKLEDGE RD | 92651-3944 |
| 12942355005 | 217 | 6569 | 2 | ROCKLEDGE RD | 92651-3944 |
| 12942455004 | 217 | 6590 | 1120 | SALING WAY | 92651-3033 |
| 12942465002 | 217 | 6592 | 1145 | SALING WAY | 92651-3033 |
| 12943475008 | 217 | 6790 | 21056 | STAN OAK DR | 92651 |
| 12943635005 | 217 | 6810 | 1027 | SUMMIT PL | 92651-3436 |
| 12944025001 | 217 | 6868 | 278 | UPLAND RD | 92651-3928 |
| 12944595001 | 217 | 6954 | 615 | WILCOX WAY | 92651-2241 |
| 12944705008 | 217 | 6971 | 1045 | WYKOFF WAY | 92651-3036 |
| 12944715006 | 217 | 6972 | 1124 | WYKOFF WAY | 92651 |
| 12947875005 | 217 | 7604 | 671 | SLEEPY HOLLOW LN | 92651-2434 |
| 12947885003 | 217 | 7606 | 649 | SLEEPY HOLLOW LN | 92651-2434 |
| 12947895001 | 217 | 7608 | 647 | SLEEPY HOLLOW LN | 92651-2434 |
| 12961105008 | 217 | 10240 | 1024 | DYER PL | 92651 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 12961615001 | 217 | 10340 | 960 | BAJA ST | 92651-3735 |
| 12985555002 | 217 | 15031 | 915 | BAJA ST | 92651-3734 |
| 12987125009 | 217 | 15331 | 709 | GAVIOTA DR | 92651-2728 |
| 12989225004 | 217 | 15750 | 4 | ROCKLEDGE TER | 92651-3944 |
| 13003545006 | 217 | 18578 | 857 | SUMMIT DR | 92651-3420 |
| 13008555002 | 217 | 19570 | 200 | FERN ST | 92651-4062 |
| 13009625006 | 217 | 19782 | 870 | BAJA ST | 92651-3435 |
| 13013585006 | 217 | 20570 | 1185 | SALING WAY | 92651-3033 |
| 13016565003 | 217 | 21163 | 21220 | CASTLE ROCK RD | 92651-1116 |
| 13016825009 | 217 | 21215 | 2236 | CRESTVIEW DR | 92651-3447 |
| 13016835007 | 217 | 21217 | 2391 | CRESTVIEW DR | 92651-3444 |
| 13017205007 | 217 | 21290 | 729 | GAVIOTA DR | 92651-2752 |
| 13017655002 | 217 | 21380 | 1145 | KELLER WAY | 92651-3024 |
| 13018925004 | 217 | 21633 | 28981 | SOMMET DU MONDE | 92651-2091 |
| 13040795005 | 217 | 25977 | 910 | BAJA ST | 92651-3735 |
| 13040815001 | 217 | 25981 | 940 | BAJA ST | 92651-3735 |
| 13040925008 | 217 | 26003 | 1348 | BAJA ST | 92651-3463 |
| 13049415006 | 217 | 27688 | 2285 | CRESTVIEW DR | 92651-3468 |
| 13049525003 | 217 | 27709 | 2376 | CRESTVIEW DR | 92651-3473 |
| 13049535001 | 217 | 27711 | 2173 | CRESTVIEW DR | 92651-3448 |
| 13049545009 | 217 | 27713 | 2097 | CRESTVIEW DR | 92651-3401 |
| 13049565004 | 217 | 27717 | 2360 | CRESTVIEW DR | 92651-3473 |
| 13051205006 | 217 | 28044 | 1078 | DYER PL | 92651 |
| 13052635004 | 217 | 28329 | 5 | PACIFIC VISTA | 92651-3476 |
| 13052665007 | 217 | 28334 | 821 | GAINSBOROUGH PL | 92651-3471 |
| 13052725005 | 217 | 28346 | 790 | GAVIOTA DR | 92651-2729 |
| 13052735003 | 217 | 28348 | 741 | GAVIOTA DR | 92651-2728 |
| 13053955004 | 217 | 28590 | 1120 | JEFFERSON WAY | 92651-3040 |
| 13054685009 | 217 | 28734 | 124 | HIGH DR | 92651-1834 |
| 13054695007 | 217 | 28736 | 128 | HIGH DR | 92651-1834 |
| 13056895000 | 217 | 29167 | 2545 | JUANITA WAY | 92651-4018 |
| 13057285006 | 217 | 29245 | 1150 | KELLER WAY | 92651-3025 |
| 13057295004 | 217 | 29247 | 1155 | KELLER WAY | 92651-3024 |
| 13057305002 | 217 | 29249 | 1190 | KELLER WAY | 92651 |
| 13068695007 | 217 | 31503 | 2650 | PALA WAY | 92651-4029 |
| 13068705005 | 217 | 31505 | 2660 | PALA WAY | 92651 |
| 13068725001 | 217 | 31509 | 2672 | PALA WAY | 92651-4029 |
| 13068735009 | 217 | 31511 | 2690 | PALA WAY | 92651-4029 |
| 13071055005 | 217 | 31970 | 5 | ROCKLEDGE TER | 92651 |
| 13071065003 | 217 | 31972 | 120 | ROCKLEDGE TER | 92651-3946 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 13071075001 | 217 | 31974 | 131 | ROCKLEDGE TER | 92651 |
| 13071085009 | 217 | 31976 | 199 | ROCKLEDGE TER | 92651-3946 |
| 13071095007 | 217 | 31978 | 170 | ROCKLEDGE TER | 92651-3946 |
| 13071105005 | 217 | 31980 | 181 | ROCKLEDGE TER | 92651 |
| 13071535005 | 217 | 32066 | 1165 | SALING WAY | 92651-3033 |
| 13071545003 | 217 | 32068 | 1175 | SALING WAY | 92651 |
| 13076425007 | 217 | 33036 | 1171 | SUMMIT PL | 92651-3457 |
| 13076495002 | 217 | 33050 | 825 | SUMMIT DR | 92651-3420 |
| 13078775009 | 217 | 33500 | 12 | PACIFIC VISTA | 92651-3476 |
| 13086385004 | 217 | 35000 | 350 | ARCH ST | 92651-4032 |
| 13093565002 | 217 | 38030 | 12 | CASTLE ROCK RD | 92651-0117 |
| 13094035002 | 217 | 40920 | 745 | OCEAN FRONT | 92651-2734 |
| 13094355004 | 217 | 43580 | | PALA WAY | 92651 |
| 13095005005 | 217 | 48280 | 906 | BAJA ST | 92651-3735 |
| 13096005003 | 217 | 54440 | 133 | ST ANNS DR | 92651-2759 |
| 13097505006 | 217 | 62760 | 943 | GAVIOTA DR | 92651-2745 |
| 13097775009 | 217 | 64470 | 2260 | CRESTVIEW PL | 92651 |
| 13097905002 | 217 | 65380 | 1345 | KELLER WAY | 92651 |
| 13098555003 | 217 | 68760 | 6 | ROCKLEDGE RD | 92651-3944 |
| 13098665000 | 217 | 69440 | 274 | UPLAND RD | 92651-3928 |
| 13099255004 | 217 | 73310 | 21052 | STAN OAK DR | 92651-1156 |
| 13099795001 | 217 | 102500 | 1025 | DYER PL | 92651 |
| 13099825005 | 217 | 104400 | 1044 | WYKOFF WAY | 92651-3037 |
| 13099835003 | 217 | 105000 | 1050 | WYKOFF WAY | 92651-3037 |
| 13099845001 | 217 | 105500 | 1055 | DYER PL | 92651-3016 |
| 13099865006 | 217 | 107500 | 1075 | DYER PL | 92651-3016 |
| 13099875004 | 217 | 108500 | 1085 | DYER PL | 92651-3016 |
| 13099885002 | 217 | 108600 | 1086 | DYER PL | 92651-3017 |
| 13101065008 | 217 | 285000 | 285 | UPLAND RD | 92651 |
| 13102875006 | 217 | 325410 | 1110 | KELLER WAY | 92651-3025 |
| 13174295007 | 217 | 799000 | 19 | PACIFIC VISTA | 92651-3476 |
| 13188225002 | 217 | 850890 | 1185 | KELLER WAY | 92651 |
| 13188375000 | 217 | 851300 | 20 | CASTLE ROCK RD | 92651-0117 |
| 13188945001 | 217 | 853080 | 100 | ROCKLEDGE RD | 92651-3944 |
| 13189085009 | 217 | 853500 | 967 | GAVIOTA DR | 92651-2745 |
| 13189985000 | 217 | 856440 | 2170 | CRESTVIEW DR | 92651-3449 |
| 13190765004 | 217 | 858160 | 360 | UPLAND RD | 92651-3978 |
| 13191065009 | 217 | 858810 | 1024 | WYKOFF WAY | 92651-3037 |
| 13191865001 | 217 | 860870 | 900 | GAINSBOROUGH DR | 92651-3425 |
| 13193075003 | 217 | 864540 | 22 | CASTLE ROCK RD | 92651-0117 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 13193275001 | 217 | 864940 | 1130 | CRABBE WAY | 92651-3013 |
| 13193395006 | 217 | 865180 | 683 | SLEEPY HOLLOW LN | 92651-2460 |
| 13193505003 | 217 | 865380 | 21182 | STAN OAK DR | 92651-1156 |
| 13193775006 | 217 | 865960 | 2518 | PALA WAY | 92651-4049 |
| 13193805000 | 217 | 866050 | 1131 | SALING WAY | 92651-3033 |
| 13194385006 | 217 | 867340 | 1085 | WYKOFF WAY | 92651-3036 |
| 13196075006 | 217 | 870440 | 20752 | STAN OAK DR | 92651 |
| 13196335002 | 217 | 870750 | 122 | CLEO ST | 92651-2412 |
| 13196475002 | 217 | 870910 | 160 | ST ANNS DR | 92651-2753 |
| 13197485008 | 217 | 872010 | 2560 | PALA WAY | 92651-4059 |
| 13197985003 | 217 | 872760 | 833 | SUMMIT DR | 92651-3420 |
| 13198475008 | 217 | 873290 | 2590 | JUANITA WAY | 92651-4019 |
| 13198755009 | 217 | 873660 | 2665 | PALA WAY | 92651-4028 |
| 13199065002 | 217 | 874020 | 1165 | KELLER WAY | 92651-3024 |
| 13199485004 | 217 | 874570 | 1095 | DYER PL | 92651-3016 |
| 13199765005 | 217 | 874930 | 1170 | CRABBE WAY | 92651-3013 |
| 13199785001 | 217 | 874950 | 1120 | KELLER WAY | 92651-3025 |
| 13200295000 | 217 | 875590 | 1066 | DYER PL | 92651-3017 |
| 13200545008 | 217 | 875940 | 5 | ROCKLEDGE RD | 92651-3944 |
| 13201465002 | 217 | 877160 | 2260 | CRESTVIEW DR | 92651-3447 |
| 13201575009 | 217 | 877310 | 2210 | CRESTVIEW PL | 92651 |
| 13202155005 | 217 | 878140 | 1141 | SUMMIT PL | 92651-3457 |
| 13202545004 | 217 | 878670 | 637 | WILCOX WAY | 92651 |
| 13202595003 | 217 | 878730 | 1 | ROCKLEDGE RD | 92651-3944 |
| 13202775005 | 217 | 879040 | 21181 | STAN OAK DR | 92651 |
| 13203585003 | 217 | 880180 | 2580 | PALA WAY | 92651-4059 |
| 13204165009 | 217 | 881080 | 777 | GAVIOTA DR | 92651-2728 |
| 13204285004 | 217 | 881230 | 789 | PEARL ST/ SUMMIT | 92651-3424 |
| 13204405009 | 217 | 881360 | 2401 | JUANITA WAY | 92651-4016 |
| 13206245008 | 217 | 883820 | 3 | ROCKLEDGE RD | 92651-3944 |
| 13208135007 | 217 | 885970 | 2669 | PALA WAY | 92651-4028 |
| 13208845008 | 217 | 886930 | 1115 | KELLER WAY | 92651-3024 |
| 13209295001 | 217 | 887550 | 1988 | DONNA DR | 92651-2623 |
| 13209365006 | 217 | 887660 | 17 | CASTLE ROCK RD | 92651-0117 |
| 13209465005 | 217 | 887860 | 701 | PEARL ST | 92651-3413 |
| 13211255005 | 217 | 890210 | 273 | OPAL COVE WAY | 92651 |
| 13212785002 | 217 | 892370 | 2636 | PALA WAY | 92651-4029 |
| 13213255001 | 217 | 892940 | 688 | SLEEPY HOLLOW LN | 92651-2435 |
| 13213365008 | 217 | 893150 | 1140 | KELLER WAY | 92651-3025 |
| 13213965002 | 217 | 893950 | 765 | GAVIOTA DR | 92651-2728 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 13214185004 | 217 | 894240 | 150 | ROCKLEDGE RD | 92651-3944 |
| 13214205000 | 217 | 894260 | 21072 | STAN OAK DR | 92651-1156 |
| 13214485001 | 217 | 894580 | 1111 | KELLER WAY | 92651-3024 |
| 13214825000 | 217 | 895140 | 2163 | CRESTVIEW DR | 92651-3448 |
| 13215365003 | 217 | 897840 | 2500 | PALA WAY | 92651 |
| 13215765009 | 217 | 898390 | 1961 | SALING WAY | 92651 |
| 13231375008 | 217 | 1021000 | 1021 | DIDRICKSON WAY | 92651-3014 |
| 13231395004 | 217 | 1024000 | 1024 | DIDRICKSON WAY | 92651-3015 |
| 13231415000 | 217 | 1025000 | 1025 | WYKOFF WAY | 92651-3036 |
| 13231435006 | 217 | 1035000 | 1035 | DYER PL | 92651-3016 |
| 13231445004 | 217 | 1044000 | 1044 | DIDRICKSON WAY | 92651-3015 |
| 13231455001 | 217 | 1049000 | 1047 | DIDRICKSON WAY | 92651-3014 |
| 13231465009 | 217 | 1054000 | 1054 | WYKOFF WAY | 92651-3037 |
| 13231475007 | 217 | 1055000 | 1055 | WYKOFF WAY | 92651-3036 |
| 13231505001 | 217 | 1057000 | 1057 | DIDRICKSON WAY | 92651 |
| 13231525007 | 217 | 1065000 | 1065 | DYER PL | 92651-3016 |
| 13231545003 | 217 | 1075000 | 1075 | WYKOFF WAY | 92651-3036 |
| 13231555000 | 217 | 1078000 | 1078 | WYKOFF WAY | 92651-3037 |
| 13231565008 | 217 | 1079000 | 1079 | WYKOFF WAY | 92651-3036 |
| 13231575006 | 217 | 1080000 | 1099 | DYER PL | 92651 |
| 13231585004 | 217 | 1084000 | 1084 | DIDRICKSON WAY | 92651 |
| 13231605000 | 217 | 1086000 | 1086 | WYKOFF WAY | 92651 |
| 13231615008 | 217 | 1095000 | 1095 | WYKOFF WAY | 92651-3036 |
| 13231625006 | 217 | 1096000 | 1096 | DYER PL | 92651-3017 |
| 13231665007 | 217 | 1115000 | 1115 | JEFFERSON WAY | 92651-3022 |
| 13231735003 | 217 | 1165000 | 1165 | JEFFERSON WAY | 92651 |
| 13257095002 | 217 | 1415000 | 1415 | JEFFERSON WAY | 92651 |
| 13258925006 | 217 | 1429000 | 1429 | JEFFERSON WAY | 92651 |
| 13310425000 | 217 | 2076200 | 20762 | STAN OAK DR | 92651 |
| 13310435008 | 217 | 2077000 | 20770 | STAN OAK DR | 92651 |
| 13310445006 | 217 | 2078000 | 20780 | STAN OAK DR | 92651 |
| 13310455003 | 217 | 2079000 | 20790 | STAN OAK DR | 92651 |
| 13310635006 | 217 | 2088200 | 20882 | CASTLE ROCK RD | 92651 |
| 13310645004 | 217 | 2090200 | 20902 | CASTLE ROCK RD | 92651 |
| 13310665009 | 217 | 2091200 | 20912 | CASTLE ROCK RD | 92651-1115 |
| 13310675007 | 217 | 2092000 | 20920 | CASTLE ROCK RD | 92651-1115 |
| 13310695003 | 217 | 2093000 | 4 | CASTLE ROCK WAY | 92651-0121 |
| 13310745003 | 217 | 2093800 | 20938 | CASTLE ROCK RD | 92651-1115 |
| 13310765008 | 217 | 2094200 | 20942 | CASTLE ROCK RD | 92651 |
| 13310775006 | 217 | 2095000 | 20950 | CASTLE ROCK RD | 92651-1115 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 13310785004 | 217 | 2096000 | 20960 | CASTLE ROCK RD | 92651 |
| 13310885003 | 217 | 2097600 | 20976 | CASTLE ROCK RD | 92651 |
| 13310905009 | 217 | 2098000 | 20980 | CASTLE ROCK RD | 92651 |
| 13312295003 | 217 | 2112100 | 21121 | CASTLE ROCK RD | 92651-1116 |
| 13321985009 | 217 | 2192000 | 2192 | CRESTVIEW PL | 92651-3449 |
| 13322615005 | 217 | 2196000 | 2196 | CRESTVIEW PL | 92651 |
| 13327835008 | 217 | 2230000 | 2230 | CRESTVIEW PL | 92651-3475 |
| 13328595006 | 217 | 2240000 | 2220 | CRESTVIEW PL | 92651-3475 |
| 13345835000 | 217 | 2405600 | 24056 | STAN OAK DR | 92651 |
| 13348805000 | 217 | 2430000 | 2430 | LOMITA WAY | 92651-4023 |
| 13350705007 | 217 | 2447000 | 2447 | PALA WAY | 92651 |
| 13350735001 | 217 | 2448000 | 2448 | LOMITA WAY | 92651-4023 |
| 13350775002 | 217 | 2449000 | 2449 | PALA WAY | 92651 |
| 13351915001 | 217 | 2480000 | 2480 | LOMITA WAY | 92651-4023 |
| 13351965000 | 217 | 2484000 | 2484 | LOMITA WAY | 92651 |
| 13352075005 | 217 | 2486000 | 2486 | LOMITA WAY | 92651 |
| 13356325004 | 217 | 2530000 | 253 | UPLAND RD | 92651-3927 |
| 13363115004 | 217 | 2600000 | 260 | UPLAND RD | 92651-3928 |
| 13377235009 | 217 | 2730000 | 273 | UPLAND RD | 92651-3927 |
| 13380385001 | 217 | 2760000 | 276 | UPLAND RD | 92651-3928 |
| 13381675008 | 217 | 2930000 | 293 | UPLAND RD | 92651-3927 |
| 13381785005 | 217 | 3240000 | 324 | ARCH ST | 92651-4032 |
| 13381965007 | 217 | 3600000 | 360 | ARCH ST | 92651 |
| 13382015005 | 217 | 3650000 | 365 | FERN ST | 92651 |
| 13382645003 | 217 | 4940900 | 605 | GLOMSTAD LN | 92651-2203 |
| 13382815007 | 217 | 4942000 | 150 | CLEO ST | 92651-2457 |
| 13383375007 | 217 | 4945100 | 735 | PEARL ST | 92651-3451 |
| 13383985009 | 217 | 4948730 | 173 | CLEO ST | 92651-2411 |
| 13384205001 | 217 | 4971320 | 159 | THALIA ST | 92651-2760 |
| 13384605007 | 217 | 4974660 | 755 | PEARL ST | 92651-3451 |
| 13385675009 | 217 | 5000000 | 50 | VISTA DEL SOL | 92651-6748 |
| 13386065005 | 217 | 6010000 | 601 | GLOMSTAD LN | 92651 |
| 13386105007 | 217 | 6200000 | 620 | WILCOX WAY | 92651-2241 |
| 13386135001 | 217 | 6250000 | 625 | GLOMSTAD LN | 92651-2203 |
| 13386165004 | 217 | 6350000 | 635 | GLOMSTAD LN | 92651-2203 |
| 13386245008 | 217 | 6460000 | 646 | GLOMSTAD LN | 92651-2258 |
| 13386305005 | 217 | 6592300 | 789 | GAVIOTA DR | 92651-2763 |
| 13386365002 | 217 | 6750000 | 675 | GLOMSTAD LN | 92651 |
| 13386405004 | 217 | 7080000 | 705 | GAINSBOROUGH PL | 92651-3470 |
| 13386415002 | 217 | 7150000 | 715 | OCEAN AVE | 92651 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 13386425000 | 217 | 7160000 | 716 | GAINSBOROUGH PL | 92651-3412 |
| 13386465001 | 217 | 7320000 | 732 | GAINSBOROUGH DR | 92651-3412 |
| 13386485007 | 217 | 7410000 | 741 | OCEAN AVE | 92651 |
| 13386525009 | 217 | 7450000 | 745 | OCEAN AVE | 92651 |
| 13386805000 | 217 | 8900000 | 890 | GAINSBOROUGH WAY | 92651-3400 |
| 13389765002 | 217 | 9996313 | 17 | PACIFIC VISTA | 92651-3476 |
| 13390975006 | 217 | 9996452 | 2341 | CRESTVIEW DR | 92651-3444 |
| 13395285000 | 217 | 9996920 | 150 | CASTLE ROCK RD | 92651 |
| 13395665000 | 217 | 9996961 | 1160 | KELLER WAY | 92651 |
| 13396535006 | 217 | 9997057 | 955 | GAVIOTA DR | 92651-2745 |
| 13397605009 | 217 | 9997172 | 2327 | CRESTVIEW DR | 92651-3444 |
| 13398505008 | 217 | 9997269 | 948 | GAVIOTA DR | 92651-2745 |
| 13399145002 | 217 | 9997341 | 685 | GLOMSTAD LN | 92651-2203 |
| 13399895004 | 217 | 9997421 | 1332 | BAJA ST | 92651-3463 |
| 13400075002 | 217 | 9997439 | 100 | ROCKLEDGE TER | 92651 |
| 13400115004 | 217 | 9997445 | 7 | ROCKLEDGE RD | 92651-3944 |
| 13400445005 | 217 | 9997481 | 131 | ROCKLEDGE RD | 92651-3944 |
| 13400675006 | 217 | 9997505 | 767 | GAVIOTA DR | 92651 |
| 13401305002 | 217 | 9997570 | 921 | GAVIOTA DR | 92651-2745 |
| 13401965003 | 217 | 9997641 | 1076 | DYER PL | 92651-3017 |
| 13402225007 | 217 | 9997668 | 1175 | CRABBE WAY | 92651-3012 |
| 13402745008 | 217 | 9997721 | 161 | ROCKLEDGE TER | 92651-3946 |
| 13404055008 | 217 | 9997856 | 151 | ROCKLEDGE TER | 92651-3946 |
| 13406895007 | 217 | 9998149 | 2300 | CRESTVIEW PL | 92651-3445 |
| 13407045004 | 217 | 9998166 | 130 | CLEO ST | 92651-2412 |
| 13408105009 | 217 | 9998278 | 1135 | KELLER WAY | 92651-3024 |
| 13408645006 | 217 | 9998335 | 155 | CLEO ST | 92651-2411 |
| 13408735007 | 217 | 9998345 | 934 | BAJA ST | 92651-3735 |
| 13409435008 | 217 | 9998417 | 775 | GAVIOTA DR | 92651-2728 |
| 13411085007 | 217 | 9998589 | 1110 | SALING WAY | 92651-3033 |
| 13414205006 | 217 | 9998918 | 2111 | CRESTVIEW DR | 92651-3448 |
| 13416285004 | 217 | 9999138 | 28911 | SOMMET DU MONDE | 92651-2091 |
| 13416305000 | 217 | 9999140 | 28982 | SOMMET DU MONDE | 92651 |
| 13421225007 | 217 | 9999652 | 181 | ROCKLEDGE RD | 92651-3944 |
| 13421235005 | 217 | 9999653 | 180 | ROCKLEDGE TER | 92651-3946 |
| 13422365005 | 217 | 9999772 | 715 | OCEAN FRONT | 92651-2734 |
| 59083685003 | 217 | 3731 | 2 | PACIFIC VIS | 92651-3476 |
| 65038145003 | 217 | 22805 | 10 | CASTLE ROCK RD | 92651-0117 |
| 67002605000 | 217 | 31080 | 2299 | CRESTVIEW PL | 92651-3446 |
| 70867645003 | 217 | 37937 | 11 | PACIFIC VISTA | 92651-3476 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 71739295006 | 217 | 38732 | 785 | GAINSBOROUGH DR | 92651-3411 |
| 73898285000 | 217 | 40746 | 2101 | CRESTVIEW DR | 92651-3448 |
| 74103505008 | 217 | 40919 | 9 | PACIFIC VISTA | 92651-3476 |
| 74931325000 | 217 | 41588 | 803 | GAINSBOROUGH WAY | 92651-3400 |
| 80533115000 | 217 | 43408 | 20750 | GUNDERSON DR | 92651-1154 |
| 83351255004 | 217 | 45787 | 2147 | CRESTVIEW DR | 92651-3448 |
| 86170685005 | 217 | 289 | 8 | PACIFIC VISTA | 92651-3476 |
| 86966045001 | 217 | 1465 | 14 | PACIFIC VISTA | 92651-3476 |
| 87487925002 | 217 | 2153 | 2155 | CRESTVIEW DR | 92651-3448 |
| 87855295002 | 217 | 2624 | 775 | GAINSBOROUGH DR | 92651-3411 |
| 88168885005 | 217 | 3041 | 2025 | CRESTVIEW DR | 92651-3401 |
| 88896845000 | 217 | 4114 | 2306 | CRESTVIEW DR | 92651-3473 |
| 88988075006 | 217 | 4235 | 821 | GAINSBOROUGH DR | 92651-3471 |
| 90976395000 | 217 | 3457 | 2120 | CRESTVIEW DR | 92651-3449 |
| 91762795009 | 217 | 5232 | 2108 | CRESTVIEW DR | 92651-3449 |
| 93136933005 | 217 | 13537 | 895 | BAJA ST | 92651-3456 |
| 93905375000 | 217 | 2355 | 2371 | CRESTVIEW DR | 92651-3444 |
| 94157365009 | 217 | 4270 | 725 | GAVIOTA DR | 92651 |
| 94157495002 | 217 | 4274 | 915 | GAVIOTA DR | 92651-2745 |
| 94157735002 | 217 | 4284 | 100 | ARCH BAY | 92651 |
| 94157795009 | 217 | 4300 | 2518 | CATALINA ST | 92651 |
| 94157865004 | 217 | 4305 | 2015 | CRESTVIEW DR | 92651 |
| 94157905006 | 217 | 4309 | 2080 | CRESTVIEW DR | 92651-3402 |
| 94157995007 | 217 | 4315 | 2095 | CRESTVIEW DR | 92651-3401 |
| 94158045005 | 217 | 4318 | 2183 | CRESTVIEW DR | 92651-3448 |
| 94158095004 | 217 | 4327 | 2331 | CRESTVIEW DR | 92651-3444 |
| 94158135006 | 217 | 4333 | 2351 | CRESTVIEW DR | 92651-3444 |
| 94158195003 | 217 | 4338 | 2703 | CRESTVIEW DR | 92651 |
| 94158295002 | 217 | 4343 | 1049 | DIDRICKSON WAY | 92651 |
| 94158385003 | 217 | 4357 | 700 | GAINSBOROUGH DR | 92651 |
| 94158415007 | 217 | 4364 | 703 | GAINSBOROUGH DR | 92651 |
| 94158485002 | 217 | 4369 | 705 | GAINSBOROUGH DR | 92651 |
| 94158535002 | 217 | 4374 | 706 | GAINSBOROUGH DR | 92651 |
| 94158755005 | 217 | 4394 | 716 | GAINSBOROUGH DR | 92651-3412 |
| 94158935008 | 217 | 4397 | 803 | GAINSBOROUGH PL | 92651 |
| 94159005001 | 217 | 4403 | 858 | GAINSBOROUGH PL | 92651 |
| 94159095002 | 217 | 4420 | 920 | GAINSBOROUGH PL | 92651 |
| 94159175005 | 217 | 4425 | 699 | GAINSBOROUGH WAY | 92651 |
| 94159215007 | 217 | 4433 | 716 | GAINSBOROUGH WAY | 92651 |
| 94159285002 | 217 | 4439 | 777 | GAINSBOROUGH WAY | 92651 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 94159345000 | 217 | 4444 | 779 | GAINSBOROUGH WAY | 92651 |
| 94159405007 | 217 | 4456 | 791 | GAINSBOROUGH WAY | 92651 |
| 94159445009 | 217 | 4462 | 792 | GAINSBOROUGH WAY | 92651 |
| 94159475002 | 217 | 4469 | 799 | GAINSBOROUGH WAY | 92651 |
| 94159665002 | 217 | 4476 | 220 | GLOMSTAD LN | 92651 |
| 94159765001 | 217 | 4484 | 20751 | GUNDERSON DR | 92651 |
| 94159835007 | 217 | 4491 | 20752 | GUNDERSON DR | 92651 |
| 94159855002 | 217 | 4496 | 20753 | GUNDERSON DR | 92651 |
| 94159875008 | 217 | 4502 | 20755 | GUNDERSON DR | 92651 |
| 94159935006 | 217 | 4510 | 20756 | GUNDERSON DR | 92651 |
| 94159995003 | 217 | 4516 | 20757 | GUNDERSON DR | 92651 |
| 94160265004 | 217 | 4543 | 121 | ROCKLEDGE RD | 92651 |
| 94160305006 | 217 | 4548 | 888 | SUMMIT DR | 92651-3421 |
| 94162175009 | 217 | 4555 | 28971 | SOMMET DU MONDE | 92651-2091 |
| 94439595003 | 217 | 5935 | 803 | GAINSBOROUGH DR | 92651-3471 |
| 95772595006 | 217 | 4498 | 28972 | SOMMET DU MONDE | 92651-2092 |
| 95883985009 | 217 | 4971 | 28961 | SOMMET DU MONDE | 92651-2091 |
| 96868285006 | 217 | 8390 | 881 | GAINSBOROUGH DR | 92651-3471 |
| 96869385003 | 217 | 8394 | 2263 | CRESTVIEW DR | 92651-3468 |
| 103762653004 | 217 | 5861 | 831 | GAINSBOROUGH DR | 92651-3471 |
| 106312403008 | 217 | 47 | 864 | GAINSBOROUGH DR | 92651 |
| 108144423009 | 217 | 102 | 889 | SUMMIT DR | 92651-3420 |
| 112846153009 | 217 | 203 | 96 | VISTA DEL SOL | 92651-6748 |
| 119800573001 | 217 | 376 | 20754 | GUNDERSON DR | 92651-1154 |
| 124922973002 | 217 | 520 | 2361 | CRESTVIEW DR | 92651-3444 |
| 128882843002 | 217 | 624 | 137 | CLEO ST | 92651-2411 |
| 132528803003 | 217 | 694 | 1175 | KELLER WAY | 92651-3024 |
| 133002103005 | 217 | 718 | 2308 | CRESTVIEW DR | 92651-3473 |
| 139383703007 | 217 | 310 | 2352 | CRESTVIEW DR | 92651-3473 |
| 143151233001 | 217 | 472 | 2020 | DONNA DR | 92651-2623 |
| 144420313002 | 217 | 56 | 11 | CASTLE ROCK RD | 92651-0117 |
| 145908173004 | 217 | 223 | 1161 | SUMMIT PL | 92651-3457 |
| 146808053000 | 217 | 312 | 812 | GAINSBOROUGH DR | 92651-3472 |
| 147211883002 | 217 | 340 | 1034 | DIDRICKSON WAY | 92651-3015 |
| 149237243000 | 217 | 429 | 2585 | JUANITA WAY | 92651-4018 |
| 149516573007 | 217 | 452 | 220 | FERN ST | 92651-4062 |
| 150723693000 | 217 | 549 | 6 | PACIFIC VIS | 92651-3476 |
| 154405133008 | 217 | 711 | 990 | GAVIOTA DR | 92651-2745 |
| 163069273001 | 217 | 778 | 1056 | DYER PL | 92651-3017 |
| 167304853006 | 217 | 529 | 23 | CASTLE ROCK RD | 92651-0117 |

# ATTACHMENT R
## Hard to Service Areas

| CSTUNIQ# | CO | CUSTOMER # | HOUSE # | SERVICE_STREET_NM | SERVICE_ZIP_CD |
|---|---|---|---|---|---|
| 171345123007 | 217 | 742 | 2255 | CRESTVIEW DR | 92651-3468 |
| 177023623009 | 217 | 840 | 2100 | CRESTVIEW DR | 92651-3449 |
| 182807083001 | 217 | 930 | 841 | GAINSBOROUGH DR | 92651 |
| 184261943009 | 217 | 951 | 187 | ROCKLEDGE TER | 92651-3946 |
| 184693103009 | 217 | 957 | 150 | ROCKLEDGE TER | 92651-3946 |
| 186181953004 | 217 | 985 | 1125 | KELLER WAY | 92651-3024 |
| 186669513001 | 217 | 993 | 858 | GAINSBOROUGH DR | 92651-3472 |
| 193279583005 | 217 | 1129 | 703 | GAINSBOROUGH PL | 92651-3470 |
| 195489953000 | 217 | 1184 | 2320 | CRESTVIEW DR | 92651-3473 |
| 196090923002 | 217 | 1196 | 2515 | JUANITA WAY | 92651-4018 |
| 196556683002 | 217 | 1202 | 2396 | CRESTVIEW DR | 92651-3473 |
| 197599663005 | 217 | 1209 | 263 | UPLAND RD | 92651-3927 |
| 200786123007 | 217 | 1240 | 210 | FERN ST | 92651-4062 |
| 206564633005 | 217 | 1314 | 25 | CASTLE ROCK RD | 92651-0117 |
| 207020673008 | 217 | 1318 | 1160 | JEFFERSON WAY | 92651-3023 |
| 215950033001 | 217 | 1446 | 2378 | CRESTVIEW DR | 92651-3473 |
| 229611263004 | 217 | 1712 | 1098 | WYKOFF WAY | 92651-3037 |
| 229627543002 | 217 | 1716 | 2381 | CRESTVIEW DR | 92651-3444 |
| 231560943007 | 217 | 1770 | 2300 | CRESTVIEW DR | 92651-3473 |
| 233000043001 | 217 | 1794 | 4 | PACIFIC VISTA | 92651-3476 |
| 233120943008 | 217 | 1798 | 102 | VISTA DEL SOL | 92651-6749 |
| 234743963001 | 217 | 1849 | 2340 | CRESTVIEW DR | 92651 |
| 238192233001 | 217 | 1925 | 2318 | CRESTVIEW DR | 92651-3473 |
| 240122303009 | 217 | 1982 | 2 | CASTLE ROCK WAY | 92651-0121 |
| 245536843002 | 217 | 85 | 2192 | CRESTVIEW DR | 92651-3449 |
| 246843123002 | 217 | 260 | 19 | CASTLE ROCK RD | 92651-0117 |
| 256485923001 | 217 | 509 | 821 | GAINSBOROUGH DR | 92651-3471 |
| 257758783009 | 217 | 632 | 2008 | DONNA DR | 92651-2623 |

**ATTACHMENT S**
**List of City Facilities**

| Street # | Street | City Service Unit | Service Level |
|---|---|---|---|
| 505 | Forest Ave | Laguna Police and Fire | 96 Gal Toter FEL |
| 505 | Forest Ave | City of Laguna Beach | 1 – 3CY FEL 3x WK |
| 505 | Forest Ave | City of Laguna Beach | 1 – 3CY FEL 3x WK |
| 505 | Forest Ave | City of Laguna Beach | 1 – 3CY FEL 3x WK |
| 501 | Forest Ave | Laguna Beach Fire Station | 3CY FEL RCY |
| 501 | Forest Ave | Laguna Beach Fire Station | 1 – 3CY FEL 1x WK |
| 285 | Agate St | Laguna Beach Fire Station | 1 – 3CY FEL 4x WK |
| 285 | Agate St | Laguna Beach Fire Station | 1 – 3CY FEL 4x WK |
| 285 | Agate St | Laguna Beach Fire Station | 1 – 3CY FEL 4x WK |
| 285 | Agate St | Laguna Beach Fire Station | 1 – 3CY FEL 4x WK |
| 285 | Agate St | Laguna Beach Fire Station | 96 Gal Toter FEL RCY |
| 384 | Legion | Laguna Beach Legion Hall | 96 Gal Toter FEL |
| 384 | Legion | Laguna Beach Legion Hall | 96 Gal Toter FEL |
| 384 | Legion | Laguna Beach Legion Hall | 96 Gal Toter FEL |
| 384 | Legion | Laguna Beach Legion Hall | 96 Gal Toter FEL RCY |
| 384 | Legion | Laguna Beach Legion Hall | 96 Gal Toter FEL RCY |
| Laguna Canyon Rd/73 Toll Rd | | City of Laguna Beach | 1 – 3CY FEL 1x WK |
| 21540 | Wesley Dr | City of Laguna Beach – Lang Park | 1 – 3CY FEL 2X WK |
| 505 | Forest Ave | City of Laguna Beach | 3 CY FEL RCY |
| 2900 | Alta Laguna Blvd | Laguna Beach Fire Station 3 | 1 – 3CY FEL 1x WK |
| 2900 | Alta Laguna Blvd | Laguna Beach Fire Station 3 | ROLLOUT FEE FEL |
| 350 | 3rd St | Laguna Beach Senior Center | 3CY FEL RCY |

**ATTACHMENT S**
**City Service Units**

| Street # | Street | City Service Unit | Service Level |
|---|---|---|---|
| 350 | 3rd St | Laguna Beach Senior Center | 1 – 3CY FEL 1x WK |
| 20652 | Laguna Canyon Rd | City of Laguna Beach Homeless | 1 – 3CY FEL 6x WK |
| 20652 | Laguna Canyon Rd | City of Laguna Beach Homeless | 3CY FEL RCY |
| 20612 | Laguna Canyon Rd | City of Laguna Beach – Pacific Mammal Center | 3CY FEL RCY |
| 20612 | Laguna Canyon Rd | City of Laguna Beach – Pacific Mammal Center | 1 – 3CY FEL 2X WK |
| 31646 | 2nd Ave | City of Laguna Beach – Fire Station #4 | 1 – 3CY FEL 1x WK |
| 1900 | Laguna Canyon Rd | City of Laguna Beach – City Maintenance Facilities | 3 – 40CY, T, GW, STR & Metal |
| 20522 | Laguna Canyon Rd | City of Laguna Beach Corp- Old City Dump | 2 – 3CY FEL<br>1 – 3CY RCY |
| 479 | Ocean Ave | City of Laguna Beach – Public Works Department | 1 – 3CY FEL<br>96-gal recycling or split bin (trash/recycling) |
| 363 | Glenneyre St | Laguna Beach Library - City of Laguna Beach property (2022) | 1-3CY T, RCY |
| 635 | Laguna Canyon Rd | Village Entrance Parking Structure | 1 –3 CY FEL<br>1 – 3CY FEL REY |

**ATTACHMENT T**
**List of City-Sponsored Events**

Annual Patriots Day Parade – March

City Recycling events:

Annual Spring Compost Give A-Way

HHW Collection Event

America Recycles Day E-waste/Shredding event

Laguna Beach Chamber of Commerce Community Expo – September

Annual Holiday Tree Lighting and Hospitality Night – December

Earth Day/Kelp Fest (Main Beach Park)

Community Monthly Beach Cleanups

Laguna Beach 4th of July Fireworks

Laguna Beach Chamber of Commerce Community Events, including the following:

- Taste of Laguna Beach
- State of the Mayor
- Installation
- Mixers
- Working with the Chamber Environmental Committee

All Event Roll-Off Box Requests from Public Works Supporting Small CITY Events

# ATTACHMENT U
## HHW and Sharps Collection Program Details

### Descriptions of HHW and Sharps Collection Programs:

Curbside on-call collection program for residential customers is designed for convenience like the existing bulky item collection program. Residents are notified via special fliers on how to participate and safely collect their Household Hazardous, Medical, and Universal Wastes directly from their home. This Door-To-Door program allows customers to participate when it is convenient for them, with the least risk to their health and the health of others.

### HHW Program Overview:

1. With public education, customers will simply call our customer service number designated for Laguna Beach to arrange for collection of these wastes at their front door or other place of collection.
2. Customers will be informed on how to manage these wastes, store them until there is a sizable quantity for collection, and place them in a container (such as a cardboard box) available to them for CR&R on collection day.
3. CR&R sends a collection vehicle designated for hazardous waste collection that has special confinement areas for the various wastes collected.
    a. Our collection drivers will be provided with a work order listing the specific items and amounts presented by the resident to the customer service representative taking the call.
    b. Documentation will be left with customer if requested.
4. Once the material brought back to CR&R's facility, it is separated and categorized. Then it is scheduled for collection and transported to a Hazardous Waste facility in Southern California.

### HHW Tracking:

- Data captured from the ordering and collection process is entered into CR&R's Special Waste database to log the location and the approximate weight of the waste collected (weight averages have been established).

**ATTACHMENT U**
**HHW and Sharps Collection Program Details**

- Wastes are tracked by each community will be collected and kept separate. Wastes that are not required to be manifested by the State will be itemized on a standard bill of lading.
- A complete set of inventory receipts, manifests and other reporting documents can be prepared and included for any necessary reporting.

### Sharps Program Overview:

Sharps collection is also included with curbside hazardous waste pick up and scheduled through the customer service center. Residents can request a delivery or pickup of sharps containers through the program. Additionally, CR&R can supplement the sharps program through the availability of mail back kits. Ideally, kits are placed at locations within the city for residents to pick up for at home use and mail back. Ideal community locations for sharps kits are city hall, community center and the library plus other sites within the City suitable to provide pickup service. Sharps mail back containers are supplied by Stericycle. Stericycle also oversees the proper disposal and management of sharps collected through the curbside hazardous waste collection program.

### HHW Processing: Clean Earth

Clean Earth offers a comprehensive array of specialty waste treatment, disposal, and recycling solutions. Their highly experienced team are leaders in environmental compliance and innovative for household hazardous waste.

### Sharps Mail-Back: Stericycle Environmental Solutions

Stericycle Environmental Solutions is the leading provider of household hazardous waste management and industrial waste services. CR&R has been using the services of Stericycle for

hazardous waste collection events in Orange County for many years. Their team of local technicians and supervisors, coupled with the backing of a national organization, has ensured they provide the highest level of service for collection event participants.

**CR&R's Assumptions and Costs for Providing Residential HHW and Sharps Programs**

| | Total Number of Households | Projected Monthly Household Participation Percentage | Monthly Cost of Providing Service at Projected Participation Levels |
|---|---|---|---|
| Curbside Collection of HHW | 10,413 | .60% | $7,560 |
| Mail-Back Collection of Sharps | 10,413 | .15% | $460 |

## ATTACHMENT V
## Bin Sensors to be Provided by Contractor

**Description of Bin Sensors:**

CR&R has years of experience working with companies around the world in the deployment, monitoring and use of bin sensors here in Southern California. For the City of Laguna Beach, CR&R is proud to offer Compology bin sensors to each customer. The sensor includes installations, repairs, and replacements as per the draft franchise agreement, in addition to a full software subscription for fill-level and contamination monitoring.

| Brand | Model and Specification | Option 1 | | Option 2 | |
|---|---|---|---|---|---|
| | | Pricing Per Unit Monthly Licensing Cost | Pricing Per Unit Installation Cost | Pricing Per Unit Monthly Licensing Cost | Pricing Per Unit Installation Cost |
| Compology | See Below | $25 | Included | $25 | Included |

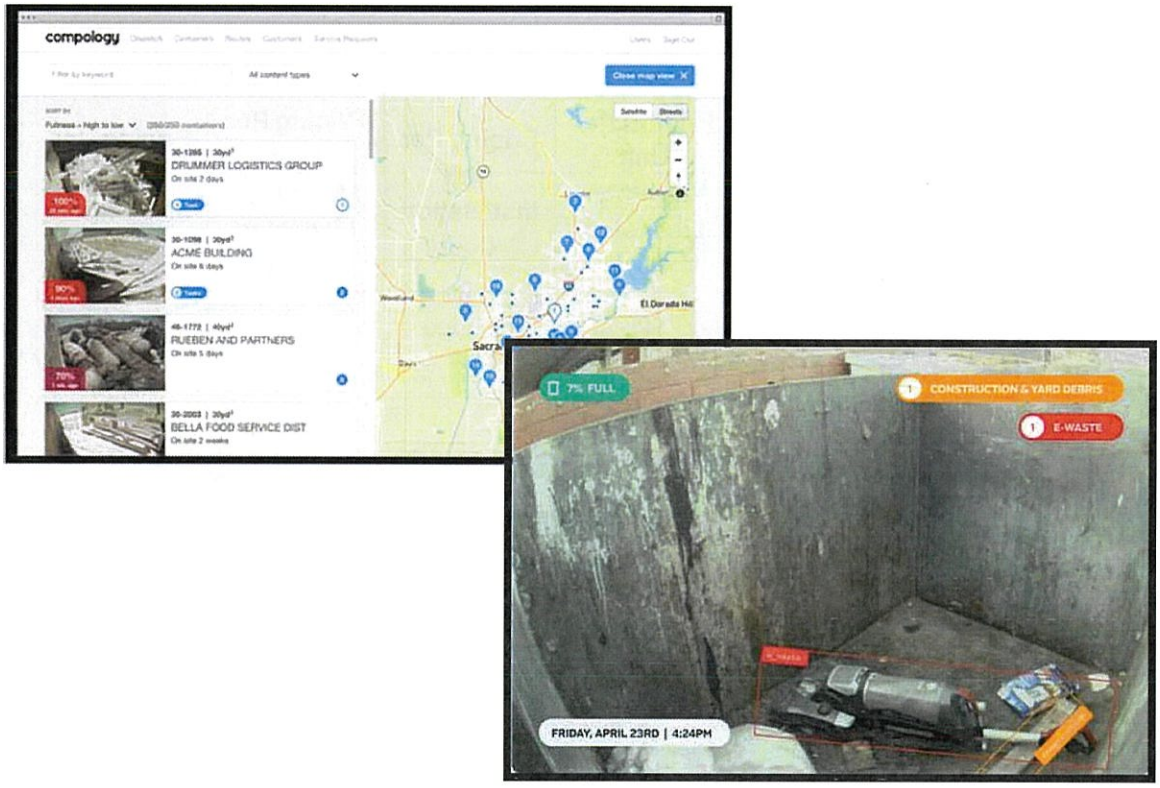
# The Compology Camera

**BUILT TO RELIABLY CAPTURE YOUR DUMPSTER ACTIVITY**

| | |
|---|---|
| **DIMENSIONS** | 4" (H) x 5.25" (W) x 3.6" (D)<br>1.15lbs |
| **SENSING** | GPS (3ft accuracy)<br>Wide-angle camera<br>Accelerometer |
| **DURABILITY** | US Military MIL-STD 810G<br>IP67 weatherproofed<br>Operational -23F to +185F |
| **SECURITY** | Security mounting bolts<br>Password-protected activation |
| **POWER** | 5+ years battery life<br>LiSoCl2 battery |
| **COMMS** | CAT-M1 LTE<br>Bluetooth<br>NFC |
| **IMAGE CLARITY** | Grime-resistant lens nanocoating<br>Non-stick and low surface energy<br>Water, dust and oil repellency |

**ATTACHMENT V**
**Bin Sensors to be Provided by Contractor**

Compology's Waste metering™ technology reduces waste to landfills by making sure recyclable materials are disposed of correctly. Waste characterization technology not only identifies incorrect disposal and lets customers take corrective action, but also shows material type trends and patterns, allowing customers to right size service levels while monitoring contamination to reduce overhead expenses and increase diversion.




**Option 1:** An 'opt-in' rate for individual commercial or multi-family generators that are interested in receiving this service. This rate must include the installation of the bin sensor, the up-front cost of the sensor (if applicable), and the recurring monthly subscription fee of the bin sensor (if applicable), and all customer contact, training, customer education materials, and all other requirements of Section 8.04.G.1. The customer would request this service from the Contractor to make arrangements to install the equipment as described in Section 8.04.G of the Agreement. The Contractor would work directly with the technology vendor and the customer to set up the

technology and allow the generator and the Contractor to view the online portal showing bin fullness and other key metrics. This option will serve as a pilot program and the Contractor will be required to always have at least 25 bin sensors available for installation.

**Option 2:** This is an Optional City-Directed Program. If and when directed by City, Contractor will provide bin sensors for ***all*** commercial and multi-family bins, as described in Section 8.04.G.1 of the Agreement. This rate must include the installation of the bin sensor, the up-front cost of the sensor (if applicable), and the recurring monthly subscription fee of the bin sensor (if applicable), and all customer contact, training, customer education materials, and all other requirements of Section 8.04.G.1.

## ATTACHMENT W
## Adjustment for Change in Administrative Cost Reimbursement

### ADJUSTMENT FOR CHANGE IN ADMINISTRATIVE COST REIMBURSEMENT:

Per Article 14.06, commencing July 1, 2023 the amount of the Administrative Cost Reimbursement shall be adjusted by the percentage change in the annual average of the Consumer Price Index ("CPI") for All Urban Consumers, CUURS49ASA0 not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim for the twelve (12) month period ending the December immediately prior to the applicable adjustment date.

Step One. Calculate the percentage increase or decrease in the CPI index for All Urban Consumers, CUURS49ASA0 not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim. The increase or decrease in the published index for this CPI index will be the change in the average annual published index between the calendar year ended the December prior to the July 1 adjustment date and the prior twelve (12) month period (see calculation example below).

Step Two. Multiply the change in CPI by the Administrative Cost Reimbursement.

**Sample Rate Adjustment Calculation for Change in CPI for Administrative Cost Reimbursement**

(All numbers are examples only and are used here for illustration purposes).

Example Assumptions:

| | |
|---|---|
| Final Annual Average CPI for All Urban Consumers (old) | 278.6 |
| Final Annual Average CPI for All Urban Consumers (new) | 289.2 |
| Current Administrative Cost Reimbursement | $423,900 |

Step One. Calculate percentage change in CPI.

289.2-278.6 = (10.6/278.6) x 100 = 3.8%

Step Two. Apply percent change in CPI to Administrative Cost Reimbursement.

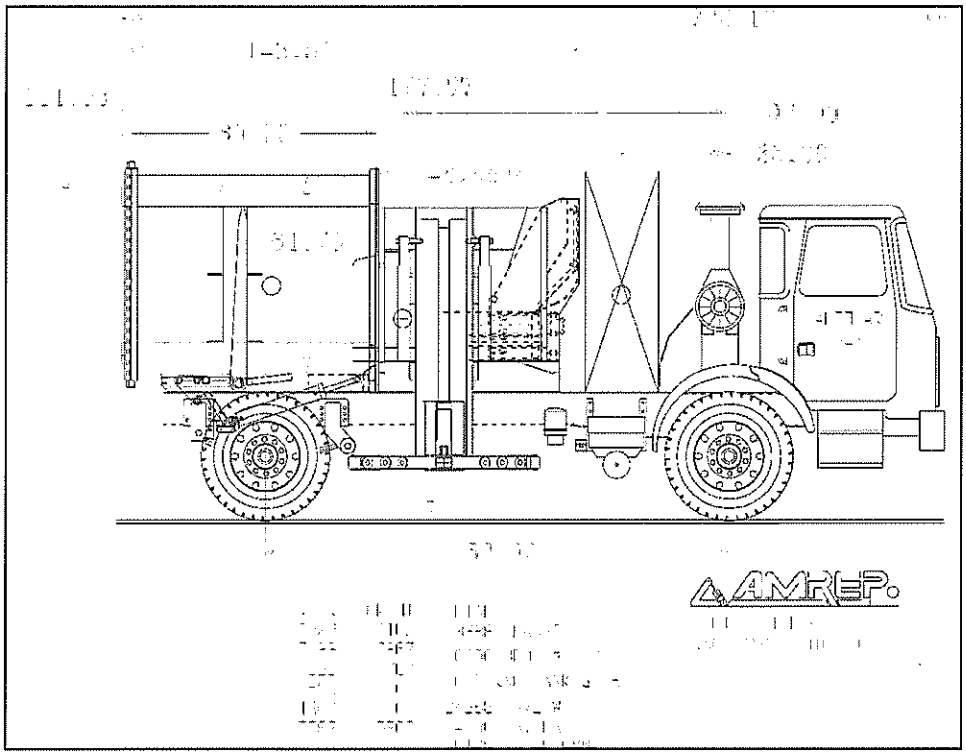
Adjusted Administrative Cost Reimbursement:

$423,900 X (1 + 0.038) = $440,008.20

**ATTACHMENT X**
**Contractor's Plan for Collection in Hard-to-Service Areas**

**Hard to Service Areas Plan:**

CR&R intends to pilot Option 2, which includes a split body vehicle plus a 6-yard Peterbilt/AmRep RNG powered vehicle to service customers within the identified "Hard-to-Service" areas.




Additionally, CR&R will compare route safety when utilizing the split body for the "Hard-to- Service" areas, and if it is found unsafe, CR&R will move to Option 3, keeping in service the 6- yard vehicle.

For Option 3, each of the three material streams will be collected during a "single pass" route. Our custom vehicle will allow the detachable hopper to be serviced with a FEL collection truck, minimizing vehicle traffic within the City, and allowing for source separation and SB 1383 compliant material handling.

By leveraging our ability to dynamically route, the residential "Hard-to-Service" vehicle will coordinate with the corresponding commercial FEL collection truck to service the detachable hopper when full compaction is achieved. Once emptied, the custom vehicle will resume its collection route, focusing on the next material stream. Diversion will be

calculated by leveraging frequent audits for weight and volume.

### Amended Plan

Since CR&R's RFP proposal submission, CR&R has had further time to research operational solutions for the "hard-to-service" areas and now recommends as our main desired option, which is the utilization of a rear-load, split-body, RNG Peterbilt 520 collection vehicle which will allow for a two-pass collection for said customers. CR&R has had over a year of experience operating a 60/40 split body within a neighboring city, with municipal solid waste collected in the first pass, and organics and recycling in the second.

CR&R has had great success and firmly believes that this same technology should be utilized as vehicle footprint and maneuverability is similar to the initially proposed 6-yard detachable collection vehicle. However, there are fewer mechanical aspects running the split-body, and ultimately, less impact to city residents with the split body operation versus the 6-yard that was initially proposed. An image of the proposed split-body collection vehicle is provided below.

CR&R initially intended to pilot Option 3 with all three separate material streams collected via detachable hopper on the 6-yard vehicle. However, as stated above, CR&R would like to amend Option 3 with a split-body Peterbilt 520 and a two-pass system.

Should the City want to proceed with Option 3, CR&R will work collaboratively with the City in presenting identified locations within Laguna Beach for the on-site collection of the detachable

hopper. The 6-yard container would be serviced with a Front-End Load vehicle, similar to the placement and collection of bin containers serviced via a "stinger/scout" truck prior to final servicing. However, this type of servicing would not be necessary with the split-body collection vehicle.

# THIS PAGE IS A PLACEHOLDER FOR:

## ATTACHMENT Y: CR&R'S Complete Final Proposal to City

**Attachment Y is a separate standalone document.**

**Remove this placeholder page and replace with Attachment Y.**

## ATTACHMENT Z
## Guaranty

THIS GUARANTY (the "Guaranty") is given as of the _____ day of _____, 2023, by _____ (hereafter "Guarantor"), to the CITY OF LAGUNA BEACH, a public agency (hereafter "the City").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. _____ is a corporation organized under the laws of the State of _____ ("Contractor"). Guarantor is a _____.

B. The City contemplates entering into an "Agreement for the Collection, Transportation, Processing and Diversion of Recyclable Materials, Food Scraps, Yard Trimmings, Wood, Construction and Demolition Debris and Other Materials and for the Collection, Transportation and Disposal of Municipal Solid Waste " ("Agreement") under which Contractor is to provide specified services to the City, its residents and businesses. A copy of this Agreement is attached hereto and incorporated herein by this reference.

C. It is a requirement of the Agreement, and a condition to the City's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement**. Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement, which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees payment to the City of any damages, costs or expenses, which might become recoverable by the City from Contractor due to its breach of the Agreement.

2. **Guarantor's Obligations Are Absolute**. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement.

3. **Waivers**. The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency,

bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement; (3) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or (5) any merger or consolidation of the Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of the Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2849 and 2850, including, without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. Guarantor agrees that the City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guarantee.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (d) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to

such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term**. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Contractor arising out of the Agreement based on Contractor's failure to perform which has not been settled or discharged.

5. **No Waivers by City**. No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver by City of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver by City be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees**. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction**. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

_____ (Name)

_____(Address, City, State, Zip)

8. **Severability**. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding on Successors**. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets.

**10.** **Authority**. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and By-Laws, and that the person(s) signing this Guaranty on its behalf has the authority to do so. [*For personal guaranty by owner omit this Section 10.]*

**11.** **Subordination**. Any claims Guarantor may have against Contractor are hereby subordinated to any and all claims of the City against Contractor until such time as the obligations of Contractor to the City are fully satisfied and discharged.

**12.** **Notices**. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City of Laguna Beach
Attention: City Manager
505 Forest Ave
Laguna Beach, California 92651

With a copy to the City Attorney at the same address.

To Guarantor: Name
Street Address
City, State, Zip Code

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

# ATTACHMENT AA
## Minimum Required Duties of Sustainability Coordinator

**Number of Recycling Coordinators**

Pursuant to Section 8.05.H of the Agreement, Contractor shall provide one (1) full-time Sustainability Coordinator (herein "Coordinator") for the entire Term of the Agreement.

**Summary of Duties**

The Sustainability Coordinator shall provide waste reduction and Recycling education to Residents and Businesses; support and assist with Processing Facility characterizations described in Attachment N; perform the on-site field Cart Contamination audits described in Attachment N; and perform quantitative analyses of the results of such characterizations and audits. The Coordinator shall provide assistance to the City and Customers with regard to chronic complaints, persistent billing and/or payment issues and disputes, ongoing problems or issues with Diversion program implementation, outreach, Contamination of Recyclable Materials and/or Food Scraps/Green Waste, and other troubleshooting and issues as directed by the City. The Recycling Coordinator shall be responsible for completing reports to the City as required by this Agreement. The Recycling Coordinator shall assist with developing social media posts for distribution via the City's social media channels as a means to increase participation in, and awareness of, Diversion programs. The Recycling Coordinator shall possess and demonstrate the following skills, judgment, maturity and experience in performing the duties described herein: (a) understand that successful resolution of complaints, billing disputes and other problems requires excellent listening skills, diplomacy, tact, and perseverance; (b) utilize said skills when interacting with Residents and other members of the public, City staff and City's agents, and all other Persons; (c) demonstrate enthusiasm when explaining the Diversion programs to Residents and other Persons; (d) demonstrate empathy and understanding of Residents' concerns, problems, gaps in understanding about Diversion programs and utilize creativity and inventiveness to relate information to Residents to address the issues they express; (e) take a positive, self-starting approach to proactively address potential problems and issues and to resolve such issues and problems; (f) maintain clear communication with City and City's agents concerning all work performed.

Primary job responsibilities for the Recycling Coordinator positions are:

1. General Duties
    a. Spend at least eighty percent (80%) of time in field work (out-of-office) providing: outreach to individual Residents, community associations, businesses, multi-family properties; performing on-site field Cart Contamination audits for MSW, Recyclable Materials, and Food Scrap/Green Waste as described in Attachment N; providing on-site inspections; photo documentation of Collection problems and subsequent resolution of problems; discussions with Contractor's

operations and Collection drivers, dispatchers, and other personnel, and Residents or Authorized Customer Representatives (owners and managers) at Customer locations that are experiencing difficulties with Collection, billing or other issues; and other duties as needed.

b. Have an understanding of SB 1383 and all AB 939 requirements and how each relates to implementation of Diversion programs.
c. Conduct quantitative analyses, including development and use of spreadsheets and databases.
d. Utilize MS Word, MS Excel, and MS PowerPoint to create and deliver professional and informative reports that satisfy the requirements in the Agreement and clearly report and track progress in Diversion programs, problems with Contamination, and pinpoint source(s) of Contamination and/or lack of Customer participation in the Diversion programs and provide and implement solutions.
e. Participate in meetings with City to develop solutions that advance the City's Diversion objectives.
f. Perform related support duties as required by City.
g. Serve as a community resource with regard to Recycling and Diversion programs.
h. Work in a full and transparent manner with City and its agents in troubleshooting and implementing diversion programs including working on, and providing information on, Processing Facility characterizations and on-site field Cart Contamination audits and plans, materials processing, materials marketed, prices received, processing costs and challenges for sorting, processing and/or marketing recyclable materials, Compost created from Green Waste and Food Scraps, and markets for other products and by-products of the processing of Diverted materials.

2. Operational Duties
    a. Make site visits and/or telephone calls to Customers that have recurring Contamination in any stream(s) (i.e. MSW, Recyclable Materials and/or Food Scraps/Green Waste) and/or overflowing Carts or Uncontainerized MSW or Divertible Materials to educate the Resident about City ordinance requirements and options for source reduction and additional Carts.
    b. Conduct site visits and/or telephone calls to Customers with repeated service issues to troubleshoot.
    c. Perform all of the required on-site field Cart Contamination audits and follow-up items set forth in Attachment N.
    d. Monitor Diversion program participation as required by Attachment B.
    e. Educate Customers regarding availability of Bin Sensors (either on a voluntary basis (or as mandatory if directed by City). Schedule meeting

with Customer within two (2) weeks of installation of sensor and coordinate meeting(s) with Bin Sensor customer service representative and Customer for training in uses of sensor. Schedule and attend meeting with Customer after three (3) months of sensor installation to review sensor data and determine right-sizing of Container size and frequency of Collection. Order service change(s) resulting from this analysis and evaluation if agreed to by Customer. Provide reports to the Customer on a quarterly basis that include the number of missed pickups, average fullness at time of service, number of Contamination events, and recommendations for right-sizing of Container size and frequency of Collection.

f. Provide direct outreach to yellow bag customers to phase out program during first 6 months of Agreement term. Develop proposals for all current yellow-bag Customers to incorporate Food Scrap Recycling collection program utilizing a Container.
g. Act as a liaison between City and operations to facilitate bin deliveries and other operational requests.
h. Delivery of internal collection containers (i.e. slim jims) to commercial accounts.
i. Attend kickoff meetings for all construction and demolition projects permitted by City, along with City staff to explain the requirements of the C&D ordinance and to develop the diversion plan for the project.
j. Train construction and demolition project managers and job superintendents on how to implement diversion of Recyclable Construction and Demolition Debris and how to comply with the City's Construction and Demolition Debris ordinance, and provide technical assistance in developing logistics and troubleshooting. Provide follow-up support, answer questions, monitor and report diversion results in Attachment K reports.
k. Implement and maintain the Recycling program at City Hall, the Library and all other City facilities including providing periodic training about the program and responding to questions about the program
l.

3. Outreach Duties
    a. Assist with the door-to-door distribution of replacement kitchen pails for Residents who request them. Engage in conversations with Residents to describe the program and to answer questions.
    b. Conduct required annual follow-up to Customers that have rejected Recyclable Materials Carts and Collection service or Food Scrap/Green Waste Carts and Collection service or have rejected the kitchen pail. Provide reports to City regarding the results of these interactions to assist

the City with potential enforcement its ordinances and to tailor additional public education and information to the concerns, questions, fears and problems expressed by Residents.

c. Independently schedule and conduct meetings with Authorized Customer Representatives at Commercial and Business Establishments to secure participation in increased recycling efforts, including Food Scrap Diversion.
d. Coordinate and interface with other agencies, organizations, companies, City and City-designated consultants or other contractors regarding Edible Food donation programs for human consumption.
e. Train business and multifamily tenants and representatives on how to implement diversion of recyclables and Food Scraps, and provide technical assistance in developing logistics and troubleshooting.
f. Provide follow-up support to businesses and multi-family complexes, answer questions, and monitor and report diversion program results
g. Identify opportunities for businesses to reduce wastes and better manage unwanted discards.
h. Provide training, troubleshooting, education and answers to questions to Residential customers.
i. Assist with the writing, production, and overall execution of proposals, recycling plans for businesses and other Customers and reports.
j. Distribute the public education and outreach materials required by Attachment N and Attachment X for routes that exceed 25% contamination.
k. Assist with the development of social media postings for distribution via the City's social media channels.
l. Assist with the development and distribution of targeted written outreach materials to Customers and community associations such as letters, flyers, brochures, infographics, etc.
m. Assist with developing webpage content regarding the Recyclable Materials and Food Scrap/Yard Trimmings Collection programs and other topics as required by SB 1383 for inclusion on Contractor's and/or City's website
n. Independently schedule and conduct meetings with Authorized Customer Representatives at HOAs that receive Residential Cart service and community groups to secure participation in increased recycling efforts, including Food Scrap Diversion and to reduce Contamination.
o. Train Residents regarding implementing Diversion of Recyclable Materials and Green Waste/Food Scraps and provide technical assistance in developing logistics and troubleshooting at the community association level and at individual Residences.

p. Prepare public outreach and education materials as required by the Agreement.
q. Attend all City-sponsored special events where Recycling and/or the environment are the theme or topic. Staff a booth, tabletop or other appropriate method to disseminate educational materials, show videos and provide public information on Diversion programs, preventing Contamination, and other related topics.
r. Plan and implement Recycling programs at all City-sponsored special events to divert cardboard, glass, mixed paper, aluminum cans, plastic and other beverage containers, newspaper, Food Scraps and any other materials that can be diverted.
s. Speak and make presentations to community groups, schools, homeowners associations, and other organizations about the City's Diversion programs.
t. After completing the steps in Attachment B Section 3.3. and the account refuses to implement a state-mandated diversion program, refer non-compliant accounts to the City for enforcement.
u. Refer waiver candidates and internal programs to City for verification
v. Meet with business groups to enhance diversion programs
w. Update the "red/green list" or CRM System at least weekly to show the contacts made and work performed at Commercial and Business Premises and Multi-family Premises in City.

4. Customer Service Duties
    a. Provide training, troubleshooting, education and answers to questions to Residential Customers.
    b. Proactively troubleshoot and provide Customer-friendly resolutions to service, billing and other chronic or persistent problems in coordination with the City staff representative(s).
    c. Proactively and quickly respond to questions, problems and issues from City staff representative and provide prompt feedback on resolution of issues.
    d. Coordinate and interface with other agencies, organizations, companies, City and City-designated agents, consultants or other contractors as needed concerning Customer problems, issues or complaints.

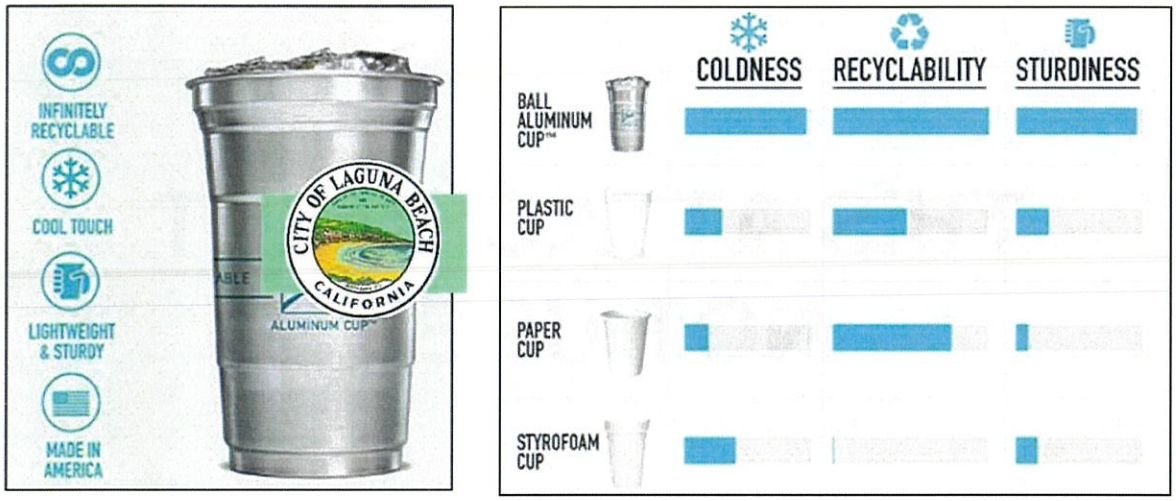
## ATTACHMENT BB

## Olyns Cube Reverse Vending Machine

### Photo of Olyns Cube Reverse Vending Machine

**ATTACHMENT CC**
**Ball Aluminum Cup**

## Photo of Ball Aluminum Cup



# THIS ATTACHMENT NOT USED

# THIS ATTACHMENT NOT USED

# THIS ATTACHMENT NOT USED

## ATTACHMENT GG

## Kitchen Food Scraps Container

### Residential Kitchen Food Scraps Container Specifications:

CR&R proposes the use of Sure-Close Food Scrap Pails for kitchen food scraps.

**Specification of Container**

| | |
|---|---|
| **Volume** | 1.9 gallons (7.1 liters) |
| **Weight** | 1.1 lbs. (0.5 kg) |
| **Dimensions** | Width 11"<br>Height 9.5"<br>Depth 8.5" |
| **Lid** | Aerated |
| **Dishwasher Safe** | Yes |
| **Label** | Yes – will include images of acceptable and non-acceptable items, including a QR code and weblink for educational video. |
| **Unit Price** | $5.13 |
| **Shipping Price Per Unit** | Included |

### Odor and Pest Mitigation Features and Labeling Detail for the Proposed Containers:

Sure-Close Food Scrap Pails are made with recycled content and UV protected material with a hinged, "stay-open" ventilated lid and odor, fruit-fly and insect mitigating seals. Further, customized decals will be created, highlighted acceptable and non-acceptable items, including a QR code and weblink for educational videos. Please see the below for further details.

## ATTACHMENT GG

## Kitchen Food Scraps Container

One handed, single motion open and close with audible latch feedback.

Positive stop (90 degree) lid – durable molded stop points allow lid to stay open and open flush to the rear.

Rim and lid easy to clean – smooth top edge and removable lid allows easy cleaning in dishwasher or sink.

Letterbox style opening - wide top opening facilitates easy scraping of food scraps into the container.

Multiple means to carry - can be transported using the folding handle, under the lip grip or back grip.

Shape / Smaller footprint - well suited for corner placement and lid can be opened under most upper cabinets.

Multiple means to grip when emptying - smooth top edge and removable lid allows easy cleaning in dishwasher or sink.

Quick release lid - interlocking seal and superior lid clasp ensure positive lid closure.

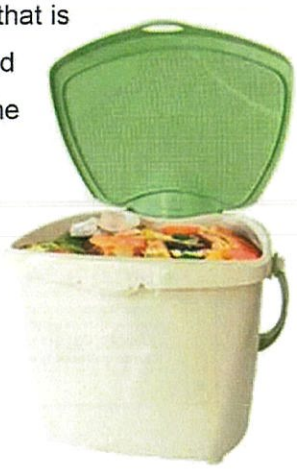
Feet - four feet lift the container off the counter surface for increased hygiene.

## ATTACHMENT GG

## Kitchen Food Scraps Container

### Kitchen Food Scraps Container Public Education and Distribution

CR&R's dedicated Sustainability Specialist with additional Outreach Coordinators will distribute kitchen pails door to door with customized public education and outreach that highlights best practices for in-home use. Additionally, a customized video will be created that is accessible via QR code or weblink that will demonstrate how to use ar use and frequently asked questions. Examples of the flyers are found on the nd on the for reference.



Customers my request replacements to be delivered to their home via emailing the dedicated Sustainability Specialist email address for Lagguna Beach (LagunaBeach-Recycles@CRRMail.com) or are able to pla lace a request for a replacement via our Customer Service Department.

Examples of CR&R's Kitchen Food Scrap Pail educational materials are shown on the following page.

# ATTACHMENT GG

## Kitchen Food Scraps Container

CR&R environmental services

Organics Recycling Program

### How to use your Kitchen Food Scrap Pail

1 Keep your kitchen food scrap pail in a convenient location in your kitchen, such as on your counter or under the sink. Placing your pail in a visible area serves as a visual reminder to recycle your organics.

2 The kitchen food scrap pail can be used as is or lined with newspaper, paper bags or a compostable bag. Look for the BPI logo or the term "compostable" on certified products at local retailers. Lining the pail can help make cleaning it easier. **Please note your pail is dishwasher safe.**

3 Collect food scraps in your kitchen food scrap pail. Scrape food prep scraps and leftovers from your plate or cutting board into your pail. Spoiled or stale food from your fridge and cupboards can also be placed in the pail.

Liquids can speed up the decomposition of food and weaken compostable bags. To avoid this, be sure to drain excess liquids before placing food scraps in your pail. Newspaper can be placed at the bottom of your pail to absorb liquids.

4 When the kitchen food scrap pail is full, empty your organics in your green lid organics cart. Your cart will be collected on a weekly basis on your normal collection day. **DO NOT place the kitchen food scrap pail outside for collection.**

**Acceptable Items Include:**

Fruits & Vegetables

Meat • Fish • Dairy

Breads & Grain

Fats, Oils, Grease and Food Soiled Paper

Plant Trimmings

**Please do not put plastic, glass, metal, or polystyrene in your kitchen food scrap pail and green lid**

## Frequently Asked Questions

***What is organic waste and why is it important to recycle?***

Organic waste is any material that is biodegradable and comes from either a plant or animal. Please note that pet waste is not biodegradable and should not be placed in the kitchen food scrap pail or green lid organics cart. Some examples of organic waste include yard trimmings (grass, leaves, flowers), food scraps (fruits, vegetables, meat, fish), and food-soiled paper (napkins and paper towels). When organic waste commingles with your trash and is sent to a landfill, it results in the production of methane. Methane is a greenhouse gas 25x more potent than carbon dioxide. Therefore, by separating organic waste, it can reduce the amount of methane emitted into the atmosphere.

***How do you properly dispose of fats, oils, and grease?***

Allow for your fats, oils, and grease to cool down and solidify. Once they are cooled, scrape the contents into a compostable bag, paper bag, or container to store in your freezer or fridge. If using a compostable bag or paper bag, you may dispose of both bags with its contents into your green lid organics cart. If you are using a recyclable container, dispose of the fats, oils, and grease into your green lid organics cart and either reuse the container or thoroughly clean the container before disposing of it in your blue lid recycle cart.

***What is food-soiled paper?***

Food soiled paper are paper products that have been in contact with liquid or solid food waste and cannot be recycled into other paper products. Examples of food-soiled paper includes napkins, paper plates and cups, stained pizza boxes, and used coffee filters.

***What happens to your organic waste once it leaves your home?***

Organic waste is sent to one of CR&R's composting facilities or an Anaerobic Digestion facility where the organic waste is converted into high quality fertilizer or renewable natural gas to fuel our collection fleet.

### Tips for using your Kitchen Food Scrap Pail

- Keep your pail inside the fridge or freezer, then once it is collection day, empty your pail into your green lid organics cart.
- Keep your pail out of direct sunlight.
- To absorb moisture, line the bottom of your kitchen food scrap pail and green lid organics cart with a layer of newspaper, yard trimmings, or baking soda.

### Reminders for Newport Beach Residents

- In general, try to reduce food waste by only buying what you need, creating new meals from leftovers, and storing your food correctly.
- If you have excess shelf-stable non-perishable food, please consider donating to a local food pantry.
- To find a food pantry near you, please visit the City website or go to www.foodpantries.org.

**Watch a demonstration:** To view a short video on proper organics recycling and use of the kitchen pail, scan the QR code.

For general information visit www.newportbeachca.gov/recycle.

## ATTACHMENT HH

## Internal Commercial Food Scrap Container

### Description of Commercial Internal Food Scraps Container:

Toter 13 Gallon Commercial Food Scraps Container

**Specification of Container**

| | |
|---|---|
| **Width** | 12 Inches |
| **Depth** | 14 Inches |
| **Height** | 30 Inches |
| **Capacity** | 13 Gallon |
| **Color** | Green |
| **Lid Type** | Hinged |
| **Material** | High Density Polyethylene (HDPE) |
| **Shape** | Rectangle |
| **Unit Price** | $28.80 |
| **Ship Price** | $30.80 ($28.80 + $2.00) |

CR&R proposes the use of Toter's Organics Bins make it easy to collect and transport organics materials within commercial facilities. Made with durable high-density polyethylene (HDPE), they are built to last. The 13 Gallon Organics Bin is designed for

collection with large handles at a comfortable height and heavy-duty wheels for easy transport to the curb. Featuring a latch and animal lock, it keeps away annoying predators.

### Toter 32 Gallon Commercial Food Scraps Container

**Specification of Container**

| | |
|---|---|
| **Width** | 19 Inches |
| **Depth** | 24 Inches |
| **Height** | 40 Inches |
| **Capacity** | 32 Gallon |
| **Color** | Green |
| **Lid Type** | Hinged |
| **Material** | Recycled Plastic with Antibacterial Lining |
| **Shape** | Rectangle |
| **Unit Price** | $48.33 |
| **Ship Price** | $50.33 ($48.33 + $2.00) |

## ATTACHMENT HH

## Internal Commercial Food Scrap Container

CR&R proposes the use of Toter's custom 32-gallon cart to consolidate and transport organic waste which comes with a lid and 4-wheels; two casters and two heavy-duty rear wheels on a molded-in axel to facilitate maneuvering over most surfaces. The wheels are made with a quiet cap design to reduce noise during transport. The lid is designed to stay in place for safe, secure transport, and it opens fully when desired for complete access to the container when adding or removing.

The cart is constructed to securely contain wet, heavy organic waste and is made with Toter's Advanced Rotational Molding™ technology. Designed for curbside collection, this organic waste container can easily be rolled to the curb on collection day.

Features:

- Toter Organics trash can come with a molded, sealed stop-bar that prevents leakage.
- Constructed using Toter's Advanced Rotational Molding, the containers are built for toughness and maximum impact resistance.
- Gasketed lid and thumb turn latch on this trash can help contain odors and waste within the cart.
- Toter durable organics carts are equipped with two smooth rubber wheels on a molded-in axle and two casters that make transporting waste easy.
- Rugged Rim technology and reinforced material in critical wear areas adds rigidity and extends the service life of our 2-wheel carts.

### Commercial Internal Food Scrap Container Public Education and Distribution

CR&R's dedicated Sustainability Specialist alongside our Operational staff will distribute the containers with customized public education and outreach that highlights best practices for use. Additionally, a customized video will be created that is accessible via QR code or weblink that will demonstrate use and answer frequently asked questions.

## ATTACHMENT HH

### Internal Commercial Food Scrap Container

Customers my request replacements to be delivered via emailing the dedicated Sustainability Specialist email address for Laguna Beach (LagunaBeach-Recycles@CRRMail.com) or can place a request for a replacement via our Customer Service Department.

# THIS ATTACHMENT NOT USED

## ATTACHMENT JJ: LANDSCAPER SELF-CERTIFICATION DIVERSION FORM

Please return to:

**City of Laguna Beach**

**Attn: Solid Waste Program Coordinator**

**505 Forest Ave, Laguna Beach, CA 92651**

Property Name:

Business Address:

Management Address:

Contact/Title:

Contact Phone: E-mail:

**Instructions:** Please confirm that the information provided in previous years is still correct. Please use the subsequent fields to explain any changes. This will be used to report your property's compliance status to the State and thus all information must be accurate and reflective of the activities happening on-site. Please complete and return this form by January 31, 2025. All fields below are required to complete.

It was previously reported by the hauler that your property's landscapers take Yard Trimmings. Please answer the following questions to help the City understand how your property disposes of Yard Trimmings.

**Yard Trimmings materials being recycled include (check all that apply):**

____ Wood waste
____ Grass clippings/leaves/weeds
____ None/Other - please explain: _____
_____

**Our property currently recycles and/or disposes of Yard Trimmings as described:**

____ On-site processing through chipping or composting, and re-use on site
____ Self-haul; we deliver Yard Trimmings to a compost, recycling or agricultural facility directly
____ Our landscape maintenance contractor delivers Yard Trimmings to a compost or recycling facility
____ Our Yard Trimmings is collected by the hauler.
____ None/Other - please describe: _____
_____

**Green/wood waste is collected by the following haulers/landscapers**

1. _____
*Business Name* *City* *Phone #*

2. _____
*Business Name* *City* *Phone #*

**Yard Trimmings is taken to the following locations for recycling or disposal (Must include):**

3. _____
*Business Name* *City* *Phone #*

4. _____
*Business Name* *City* *Phone #*

_____ _____
Signature of person filling out this form Date

# Chapter 7.19 CONSTRUCTION AND DEMOLITION WASTE DISPOSAL

## 7.19.010 Definitions.

(1) "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permits for "covered projects" to undertake any construction, demolition, or renovation project within the city.

(2) "Construction" means the construction of any facility or structure, or any portion thereof, including any tenant improvements to an existing facility or structure.

(3) "Construction and demolition debris" means used or discarded materials removed from the premises during construction, renovation, or demolition operations on any pavement, residential structure, commercial building, or other structure.

(4) "Conversion rate" means the rate set forth in the Materials Conversion Worksheet approved by the director of public works for use in estimating the weight of materials identified in a waste management plan.

(5) "Covered project" shall have the meaning set forth in Section 7.19.020 of this chapter.

(6) "Demolition" means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

(7) "Diversion requirement" means the diversion of at least fifty percent of the total construction and demolition debris generated by a covered project via reuse or recycling.

(8) "Divert" means to use material for any purpose other than disposal in a landfill.

(9) "Exempt project" shall have the meaning set forth in Section 7.19.030 of this chapter.

(10) "Project" means any activity that requires an application to obtain a building permit, demolition permit, public works permit, or any similar permit from the city.

(11) "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

(12) "Renovation" means any alteration, addition, remodel, or modification in or to an existing structure.

(13) "Reuse" means further or repeated use of construction and demolition debris.

(14) "Salvage" means the controlled removal of construction and demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

(15) "Security deposit" means any cash, check or money order deposit submitted to the city pursuant to Section 7.19.070 of this chapter.

(16) "Waste management plan" means a completed waste management plan form, approved by the director of public works for the purpose of compliance with this chapter, submitted by the applicant, for a covered project.

(17) "Waste management plan compliance official" means the person or persons so appointed by the city manager. (Ord. 1469 § 1, 2007).

### 7.19.020 Covered projects.

(1) Any construction, demolition, or renovation project within the city that requires a building permit or public works permit and meets one or more of the following criteria shall be considered a "covered project," and shall be undertaken in compliance with this chapter:

(a) Every demolition project;

(b) The combined scope of the project includes the construction of at least one thousand square feet of floor area of building, deck or pavement area; or any combination of building, deck, and pavement areas that exceeds one thousand square feet of floor area.

(2) Concurrent permits at the same address shall be considered "one" project for the purposes of this chapter. (Ord. 1469 § 1, 2007).

### 7.19.030 Exempt projects.

No waste management plan or security deposit shall be required for any of the following projects:

(1) Roofing projects that do not require the tear-off of the existing roof.

(2) The project is a new patio cover or deck.

(3) Projects for which only a plumbing, electrical, or mechanical permit, or any combination of them, is required.

(4) Installation of prefabricated patio enclosures and covers where no foundation or other structural building modifications are required.

(5) Installation of prefabricated accessories such as signs or antennas where no structural building modifications are required.

(6) Construction, renovation, or demolition work that the building official determines, based upon information provided by the applicant, will not generate more than one ton of construction or demolition waste.

(7) Immediate or emergency demolition or construction required to protect the public health, safety, or welfare, as determined by the director of public works, the director of community development, or their designee. (Ord. 1469 § 1, 2007).

### 7.19.040 Diversion required.

All covered projects shall reuse, recycle, or divert a minimum of fifty percent of construction and demolition debris, measured in tonnage. Applicants may dispose of any project-related construction and demolition debris in the following ways:

(1) Self-haul the construction and demolition debris to a facility and submit a waste management plan as set forth in Section 7.19.050 of this chapter.

(2) Elect to use the city's franchise waste hauler roll-off bin as set forth in Section 7.19.060. (Ord. 1469 § 1, 2007).

### 7.19.050 Submission of waste management plan.

(1) Any applicant for a covered project that is not an exempt project under Section 7.19.030 shall complete and submit a waste management plan on a waste management plan form approved by the director of public works for this purpose. The completed waste management plan shall indicate all of the following:

(a) The estimated weight of project construction and demolition debris, by materials type, to be generated;

(b) The maximum weight of such construction and demolition materials that can feasibly be diverted via reuse or recycling;

(c) The approved facility that the applicant proposes to use to collect or receive that construction and demolition material; and

(d) The estimated weight of construction and demolition materials that will be landfilled.

(2) In estimating the weight of materials identified in the waste management plan, the applicant may use the materials conversion worksheet approved by the director of public works for this purpose.

(3) In preparing the waste management plan, applicants for permits involving the removal of all or part of an existing structure shall, to the maximum extent feasible, make the materials generated thereby available for reuse or salvage prior to landfilling. Salvaged materials may be given or sold on the premises, or may be removed to reuse warehouse facilities for storage or sale. (Ord. 1469 § 1, 2007).

### 7.19.060 Use of the city's franchise waste hauler.

Applicants who elect to use the city's franchise waste hauler roll-off bin for all project waste shall not be required to complete and submit a waste management plan and shall not be required to pay the security deposit as specified in Section 7.19.070, and the administrative fee as specified in Section 7.19.080. At the time of building permit issuance, the applicant shall use the form approved by the director of public works for this purpose to indicate that the city's franchise waste hauler will be providing construction and demolition material collection services. (Ord. 1469 § 1, 2007).

### 7.19.070 Security deposit.

The applicant for any project that requires submission of a waste management plan shall submit with the waste management plan a security deposit to guarantee compliance with the diversion requirements of this chapter. The deposit must be payable to the city and must be in the form of cash, check, or cashier's check. The amount of the deposit for each category of covered projects set forth in Section 7.19.020 will be established by resolution of the city council. The director of public works may, in the exercise of sound discretion, reduce the deposit for a covered project if it is determined that the amount of the required deposit is not commensurate with the weight of construction and demolition waste that is expected to be generated by the covered project. (Ord. 1469 § 1, 2007).

### 7.19.080 Administrative fee.

Except as provided below, prior to the city's issuance of any permit for a covered project that is not an exempt project, the applicant shall pay to the city a nonrefundable fee for processing the applicant's waste management plan. The administrative fee will be in an amount sufficient to cover all city expenses incurred in administering the program. The amount of the administrative fee shall be established by resolution of the city council. Applicants who elect to use the city's franchise waste hauler roll-off bins for all project waste shall not be

required to pay the processing fee set forth in this section. (Ord. 1469 § 1, 2007).

### 7.19.090 Review of waste management plan.

(1) Notwithstanding any other provision of this chapter to the contrary, and except for those covered projects for which completion and submission of a waste management plan is not required as set forth in Section 7.19.030, no permit shall be issued for any project requiring submission of a waste management plan unless and until the waste management plan compliance official has approved the applicant's waste management plan. Approval shall not be required where an emergency demolition is required to protect public health or safety. The waste management plan compliance official shall only approve a waste management plan if he or she first determines that all of the following conditions have been met:

(a) The waste management plan provides all of the information set forth in Section 7.19.050 of this chapter;

(b) The waste management plan indicates that at least fifty percent of all construction and demolition debris generated by the project will be diverted;

(c) The applicant has submitted a security deposit in compliance with Section 7.19.070 of this chapter; and

(d) The applicant has submitted an appropriate administrative fee in compliance with Section 7.19.080 of this chapter.

If the waste management plan compliance official determines that these four conditions have been met, he or she shall mark the waste management plan "Approved," return a copy of the waste management plan to the applicant and notify the building official that the waste management plan has been approved.

(2) If the waste management plan compliance official determines that the waste management plan is incomplete or fails to satisfy one or more of the four conditions set forth in subsection (1) above, he or she shall either:

(a) Return the waste management plan to the applicant within ten working days, marked "Denied," including a statement of the reasons for denial, and so notify the community development department; or

(b) Return the waste management plan to the applicant within ten working days marked "Further Explanation Required." (Ord. 1469 § 1, 2007).

### 7.19.100 Return of security deposit.

(1) Within sixty days after the completion of any project requiring submission of a security deposit, the applicant shall submit to the waste management plan compliance official documentation that it has met the diversion requirement for the project. This documentation shall include all of the following:

(a) Receipts from the construction and demolition recycling facility that collected or received each material, showing the actual weight of that material;

(b) For those projects for which completion and submission of a waste management plan is required by this chapter, a summary report approved by the director of public works for this purpose adding the actual weight of each material diverted and landfilled; and

(c) Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with this chapter.

(2) Applicants shall make reasonable efforts to ensure that all construction and demolition debris

diverted or landfilled are measured and recorded using the most accurate method of measurement available. To the extent practical, all construction and demolition debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the materials conversion worksheet approved by the director of public works for this purpose.

(3) The waste management plan compliance official shall review the information submitted under subsection (1)(a) of this section and determine whether the applicant has complied with the diversion requirement, as follows:

(a) If the waste management plan compliance official determines that the applicant has fully complied with the diversion requirement applicable to the project, he or she shall cause the full security deposit to be released to the applicant;

(b) If the waste management plan compliance official determines that the diversion requirement has not been achieved, he or she shall determine, on a case-by-case basis, whether the applicant has made a good faith effort to comply with this chapter. In making this determination, the waste management plan compliance official shall consider the availability of markets for the construction and demolition debris landfilled, the size of the project, and the documented efforts of the applicant to divert construction and demolition debris. If the waste management plan compliance official determines that the applicant has made a good faith effort to comply with this chapter, he or she shall release the security deposit, or a portion thereof, to the applicant. Any portion of the construction and demolition performance security deposit not released to the applicant shall be forfeited to the city, and shall be used for the purposes of promoting recycling within the city;

(c) If the waste management plan compliance official determines that the applicant has not made a good faith effort to comply with this chapter, or if the applicant fails to submit the documentation required by subsection (1)(a) of this section within the required time period, then the security deposit shall be forfeited to the city. Further administrative penalties as defined in Section 7.19.140 shall also be applied. (Ord. 1469 § 1, 2007).

### 7.19.110 Use of security deposit.

All forfeited security deposits and penalties shall be segregated and used only for the following:

(1) Administrative costs of the construction and demolition waste recycling program which are not covered by the application fee established pursuant to this chapter.

(2) Programs to divert solid waste from landfill disposal.

(3) Programs intended to develop or improve the infrastructure needed to divert solid waste from landfill disposal. (Ord. 1469 § 1, 2007).

### 7.19.120 Infeasible exemption.

(1) If an applicant for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may, by separate letter titled "Request for Infeasible Exemption" that is addressed to the waste management plan compliance official apply for an exemption at the time that he or she submits the waste management plan required under Section 7.19.050 of this chapter. The applicant shall indicate in the request for exemption letter the maximum rate of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the diversion requirement.

(2) The waste management plan compliance official shall review the information supplied by the applicant and may consider possible ways of meeting the diversion requirement. Based on the information supplied by the applicant, and if appropriate, in consultation with the city's franchise solid waste hauler, the waste management plan compliance official shall determine whether it is possible for the applicant to meet the diversion requirement.

(3) If the waste management plan compliance official determines that it is infeasible for the applicant to meet the diversion requirement due to unique circumstances, he or she shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the request for exemption letter submitted by the applicant. The waste management plan compliance official shall return a copy of the request for exemption letter to the applicant marked "Approved for Partial Exemption" and shall notify the building official that the applicant's request has been granted and the applicant's revised waste management plan (if applicable), has been approved.

(4) If the waste management plan compliance official determines that it is possible for the applicant to meet the diversion requirement, he or she shall so return a copy of the request for exemption letter to the applicant marked "Denied for Infeasible Exemption."

(5) Any applicant who is required pursuant to Section 7.19.050 to prepare and submit a waste management plan and whose request for an infeasible exemption is denied shall have thirty days to resubmit a waste management plan form in full compliance with Section 7.19.050 of this chapter. If the applicant fails to resubmit the waste management plan, or if the resubmitted waste management plan does not comply with Section 7.19.050 of this chapter, then the waste management plan compliance official shall deny the waste management plan in accordance with Section 7.19.080 of this chapter. Building permits shall not be issued without an approved waste management plan. (Ord. 1469 § 1, 2007).

### 7.19.130 Appeal.

The applicant or any interested person may appeal to the building official the determination of the waste management plan compliance official. Notice of any appeal from the determination of the waste management plan compliance official must be filed with the building official within ten days after the date that such determination is made. The decision of the building official upon such appeal shall be final and shall not be appealable to the city council or to any other city body or official.

Determinations subject to appeal include, but are not limited to: (1) the granting or denial of an indefeasible exemption; (2) whether the applicant has acted in good faith; and (3) the amount of the construction and demolition performance security deposit to be released. (Ord. 1469 § 1, 2007).

### 7.19.140 Violations.

(1) Violation of any provision of this chapter may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the city shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this chapter.

(2) Violation of any provision of this chapter shall constitute an infraction punishable by a fine as outlined in Section 1.04.025 of the Laguna Beach Municipal Code. Where the violation is the failure to achieve the diversion requirement applicable to the project and the construction and demolition materials from the project have already been landfilled, the violation shall be deemed to have ceased after a period of ten days. The city shall recover costs and attorneys' fees incurred in connection with enforcement of this chapter. (Ord. 1469 § 1, 2007).

### 7.19.150 Enforcement.

The city manager or the director of public works, or their designee(s), shall have the authority to enforce the provisions of this chapter. (Ord. 1469 § 1, 2007).

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View the mobile version.