

**SOLID WASTE COLLECTION SERVICES AGREEMENT
BETWEEN
ORO LOMA SANITARY DISTRICT
AND
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.**

January 1, 2023

TABLE OF CONTENTS

Recitals3

ARTICLE I -DEFINITIONS..... 4

ARTICLE II -REPRESENTATIONS AND WARRANTIES OF CONTRACTOR 15

ARTICLE III -TERM AND SCOPE OF FRANCHISE 16

ARTICLE IV - SERVICES TO BE PERFORMED BY CONTRACTOR 20

ARTICLE V - ADMINISTRATION 35

ARTICLE VI - FINANCIAL REQUIREMENTS..... 64

ARTICLE VII - GENERAL REQUIREMENTS 67

EXHIBIT 1 - CORPORATE GUARANTY..... 77

EXHIBIT 2 - SCHEDULE OF RATES - EFFECTIVE JANUARY 1, 2023 81

EXHIBIT 3 - SCHEDULE OF DISTRICT PROPERTIES 89

EXHIBIT 4 - SCHEDULE OF PUBLIC SCHOOLS..... 91

EXHIBIT 5 - FEE COMPONENTS..... 93

EXHIBIT 6 - OMITTED..... 93

EXHIBIT 7 - REPORT FORMAT 94

THIS SOLID WASTE COLLECTION SERVICES AGREEMENT ("**Agreement**") is made and entered into as of this 8 day of December, 2022, by and between Oro Loma Sanitary District ("**District**") and Waste Management of Alameda County, Inc., a California corporation, ("**Contractor**") for the collection, removal, transfer, processing, and disposal of trash, recyclable material, and organics.

Recitals

WHEREAS, Contractor is currently providing solid waste collection, transfer, processing, and disposal services to residents and to businesses in the District pursuant to written agreements (including amendments) dated March 9, 1976, May 30, 1978, March 31, 1995, January 1, 1996, March 27, 1997 March 1, 2004, and January 1, 2012 between District and Contractor, which are set to expire on August 31, 2024; District has the sole option to extend agreement up to 24 months in one-year increments.

WHEREAS, the parties wish to terminate the current agreements and enter into a new agreement that will take effect on January 1, 2023 in order to allow District to better meet the needs of District rate payers and to meet the goals and requirements of Applicable Law.

WHEREAS, the Legislature of the State of California, by enactment of the CIWMA, declared it is within the public interest to authorize and require local agencies to make adequate provisions for trash, recyclable materials, and organics handling within their jurisdictions.

WHEREAS, Contractor will arrange for the safe and proper disposal of all discarded solid waste materials and the District will not instruct Contractor how to collect, process, or dispose of such materials except as otherwise provided in this Agreement.

WHEREAS, for proper sanitation and the health of the citizens of the District, and to ensure the most cost-effective means of collection of solid waste generated in Oro Loma, it is required one responsible party provide for the collection, removal, transfer, processing, and/or disposal of all trash, recyclable materials, and organics within the District boundaries.

WHEREAS, District and Contractor are mindful of the provisions of the laws governing the safe collection, transfer, processing, and disposal of solid waste, the Resource Conservation and Recovery Act ("**RCRA**") and the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**").

WHEREAS, District and Contractor desire to leave no doubts as to their respective roles, and by entering into this Agreement, District is not thereby becoming a "generator" or an "arranger" as those terms are used in CERCLA s 107(a)(3), and it is Contractor, not District, which is "arranging for" the collection, removal, transfer, processing, and disposal of discarded materials that may contain hazardous substances.

WHEREAS, District further declares its intention of maintaining the best possible service and rates for the collection, removal, transfer, processing, and/or disposal of trash, recyclable materials, and organics.

In consideration of the mutual benefits contained herein, the parties hereto agree as follows:

ARTICLE I -DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified below for the purpose of this Agreement, including all exhibits, unless the context clearly provides otherwise.

- 1.1 **AB 341.** "AB 341" means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.
- 1.2 **AB 939.** "AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.
- 1.3 **AB 1826.** "AB 1826" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.
- 1.4 **Affiliate.** "Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual 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 Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the

percentage of voting interest or value which the ownership interest represents, whichever is greater.

- 1.5 **Agreement.** "Agreement" means this Agreement between District and Contractor for collection, removal, transfer, processing, and disposal of Trash, Recyclable Materials and Organics, and other services related to meeting the goal and requirements of AB 939 Measure D, and SB 1383, including all exhibits and attachments, and any amendments thereto.
- 1.6 **Applicable Law.** "Applicable Law" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.
- 1.7 **Authorized Representative.** "Authorized Representative" means the employee or employees designated by the District General Manager to represent the District in the administration and supervision of this agreement.
- 1.8 **Backyard Cart Collection Service.** "Backyard Cart Collection Service" means any physical location for the placement of carts for solid waste collection on the Occupant's Premises intended for Single-Family Collection service that is not at the curb or curbside. Backyard Cart Collection service is provided at a charge, unless, there is a medical exemption on file.
- 1.9 **Billings.** "Billings" means Contractor's invoices to Customers as specified in Section 5.1 .1.
- 1.10 **Bin.** "Bin" means and includes any detachable metal or plastic container of at least one cubic yard size, designed or intended to be mechanically lifted and emptied into a collection service vehicle owned and operated by the Contractor.
- 1.11 **Bio-hazardous Waste.** "Bio-hazardous Waste" means any discarded materials or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste that contain human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials that represent a significant risk of infection to persons outside the generating facility.
- 1.12 **Biological Waste.** "Biological Waste" means discarded materials that cause or have the capability of causing disease or infection and includes, but is not limited to, Bio-hazardous Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

- 1.13 **Biosolids.** "Biosolids" means municipal sewage treated to meet federal and state standards required for land application.
- 1.14 **Bulky Waste Collection Service.** "Bulky Waste Collection Service" means the services provided by Contractor, upon request, to each SFD Customer, two (2) times per calendar year for the term of this Agreement, at no cost. To qualify for a Bulky Waste Collection Service, the Customer must have Trash cart collection service and have four (4) units or fewer. For SFD Customers with 2 - 4 units using Trash Cart collection service and where the Property owner pays for the service, the Property owner will schedule each of the on-call Bulky Waste Collection Service for all tenants on the same date. If the tenants have individual accounts for Trash Cart collection service with the Contractor, each tenant may schedule their own on-call Bulky Waste Collection Service date(s).
- 1.15 **Bulky Goods.** "Bulky Goods" means, but is not limited to, discarded materials, such as large and small household appliances (including refrigerants), furniture, carpets, mattresses, white goods, electronics, clothing, and oversized yard trimmings, such as large branches, and similar large items that have been discarded, excluding construction and demolition debris. Individual Bulky Goods may not exceed 75 pounds.
- 1.16 **California Integrated Waste Management Act of 1989.** "California Integrated Waste Management Act of 1989" means Public Resources Code, Section 40,000 et. seq.
- 1.17 **Cart.** "Cart" means a two-wheeled plastic container with attached lid and handle, available in approximately 20, 35, 65 and 95 gallon sizes, designed to be mechanically lifted and emptied into a Solid Waste Collection service vehicle. The District retains ownership of the carts purchased by the District and by the Contractor during and at the end of this Agreement. At the end of the initial or extended Term, or in the event that this Agreement is terminated for any reason, the Contractor shall deliver to the District any carts in their possession within 30 days from the termination date. The Contractor, for the duration of this Agreement and extensions, shall maintain sufficient supply of new carts and replacement cart parts to fulfill customers' requests within the timeline described in this Agreement.
- 1.18 **Collect/Collection.** "Collect/Collection" means to take physical possession, transport, and remove discarded Solid Waste materials within and from the District.
- 1.19 **Commercial.** "Commercial" means a non-Residential Premises, including a firm, partnership, proprietorship, joint-stock company, corporation, or association, where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding businesses conducted upon SFD property which are permitted under applicable zoning regulations and are not the primary use of the property, whether for-profit or nonprofit, strip mall, or industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the

exception that MFD Premises are excluded from the definition of Commercial for the purposes of this Agreement.

- 1.20 **Compactor.** "Compactor" means any container which has compaction mechanism(s) whether stationary or mobile, all inclusive.
- 1.21 **Container.** "Container" means a Cart, Bin, or Roll-Off used under this Agreement.
- 1.22 **Contractor.** "Contractor" means Waste Management of Alameda County, Inc. a subsidiary of Waste Management, Inc., a corporation organized and operating under the laws of the State of California and its officers, directors, employees, agents, affiliates and subcontractors, performing services under this Agreement.
- 1.23 **Construction and Demolition Debris.** "Construction and Demolition Debris" means materials that result from construction, remodeling, repair, or demolition operations, including rocks, soils, tree remains, and other Organics which normally results from land clearing or land development operations for a construction project.
- 1.24 **Contract Administrator.** "Contract Administrator" means the District General Manager or his/her designee.
- 1.25 **Curbside.** "Curbside" means the placement of containers for collection service no more than six (6) feet from any traveled street or alleyway or as designated by the Contract Administrator.
- 1.26 **Customer.** "Customer" means the person or entity to whom Contractor submits its billing invoice and from whom it collects payment for Collection services provided to a Premises. The Customer may be the occupant or owner of the Premises. If an occupant, who is also the Customer, fails to make timely payments for Collection services, then the owner of the Premises shall be responsible for such payment. Contractor is authorized to pursue receipt of all delinquent payments.
- 1.27 **Designated Collector.** "Designated Collector" means an agent or employee of the District, or any person, firm, corporation, or public agency to whom the District has issued a permit or entered into a contract for the collection of solid waste or other discarded materials from premises within the District. There may be more than one designated collector.
- 1.28 **Discarded Materials.** "Discarded Materials" means anything a person, business, industry, or institution has determined to discard by delivery to a Disposal Facility, placement in or next to a receptacle regularly emptied for Disposal, abandonment in a public place, or otherwise giving up ownership after use, except items that must be handled as hazardous, biohazardous, biological, toxic or infectious waste in accordance with rules and regulations of the Alameda County Environmental Health Department.

- 1.29 **Disposal.** "Disposal" means the final disposition of solid waste at a Disposal Facility.
- 1.30 **Disposal Facility.** "Disposal Facility" means a recovery, transfer, or landfill facility meeting all applicable local, state and federal licensing and permitting regulations. Contractor has designated Davis Street Transfer Station and Altamont Landfill as the Disposal Facilities to be utilized under this Agreement.
- 1.31 **District.** "District" means Oro Loma Sanitary District and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement. For the purposes of Recyclable Materials (i.e., not Trash Collection or Organics Collection) under this Agreement, District boundaries shall not include the area currently serviced under agreement with the City of Hayward (commonly referred to as "L.2") unless and until the City of Hayward and Oro Loma Sanitary District reach a formal accord as to which agency provides recycling services for this area.
- 1.32 **District Cart Fee.** "District Cart Fee" means the District's portion of the Residential Recycling and Organics per unit charges, to be retained by the District.
- 1.33 **Divert.** "Divert" means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, recycling, composting, anaerobic digestion or other method of processing, in accordance with the provisions of AB 939 and SB 1383. Diversion is a broad concept that is to be inclusive of material handling and processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the District.
- 1.34 **Dwelling Unit.** "Dwelling Unit" means any type of structure or building unit which meets the applicable District codes for residential living other than a hotel or motel.
- 1.35 **Environmental Laws.** "Environmental Laws" means all applicable local, state, and federal laws. The Environmental Laws as of July 1, 2023 are listed in Section 5.2.4(b).
- 1.36 **Food Waste.** "Food Waste" means food and unlined/uncoated paper or cardboard used for food or drinks discarded as part of the Organics stream.
- 1.37 **Franchise.** "Franchise" means the right to conduct business within the District as enumerated in Section 3.2.1.

- 1.38 **Franchise Fee.** "Franchise Fee" means a payment that Contractor has voluntarily agreed to pay to District in consideration of the exclusive rights granted by the District under this Agreement, as described more particularly under Section 5.2.7.
- 1.39 **Grit.** "Grit" means processed material removed from the waste stream that cannot be used as ADC.
- 1.40 **Gross Revenues.** "Gross Revenues" means Billings for Collection services provided by Contractor.
- 1.41 **Hazardous Waste.** "Hazardous Waste" means any waste that meets the definitions set forth in CCR Section 66261.3, et seq. and is required to be managed, or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste.
- 1.42 **Hazardous Substance.** "Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "Hazardous Materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.
- 1.43 **Holidays.** "Holidays" are defined as New Year's Day, Thanksgiving Day, and Christmas Day. On these days, no Collection Services will be provided, and regular Collection services will resume the following day. Regular Collection Services will be delayed by one day so that, for example, services regularly scheduled on Monday shall be provided on Tuesday.
- 1.44 **Household Batteries.** "Household Batteries" means single-use or rechargeable batteries and all other batteries identified by the California Integrated Waste Management Board as Universal Waste. Examples include AAA, AA, C, D, button cell, and 9-Volt batteries. Car batteries are excluded.
- 1.45 **Household Battery Collection.** Contractor collection of household Batteries that are contained in a Customer provided sealed heavy-duty plastic bag and placed on top of the Recyclable Materials Cart, as part of SFD Collection Service.

- 1.46 **Household Hazardous Waste.** "Household Hazardous Waste" means any Hazardous Waste generated within the District pursuant to State and local regulations, as may be amended from time to time. Such waste includes, but is not limited to, batteries, fluorescent bulbs, paints, pest and garden products, automotive fluids, propane, and cleaners.
- 1.47 **HUUNC.** "HUUNC" means the area of Unincorporated Hayward that was annexed into the District in 2014 from Alameda County.
- 1.48 **Legislation.** "Legislation" means the act of giving or enacting laws; the power to make laws; preparation and enactment of laws; the making of laws via legislation, in contrast to court-made laws; formulation of rules for the future.
- 1.49 **L1 Area of District.** "L1" means that area of the District situated within Unincorporated Alameda County.
- 1.50 **L2 Area of District.** "L2" means that area of the District situated in and overlapping the City limits of Hayward.
- 1.51 **L3 Area of District.** "L3" means that area of the District situated in and overlapping the City limits of San Leandro.
- 1.52 **Material Recovery Facility.** "Material Recovery Facility" means a facility or site, meeting all applicable local, state, and federal licensing and permit regulations, where Recyclable Materials are Processed for return to the economy in the form of raw materials for new, reused or reconstituted products or for other beneficial uses. The Contractor has designated the Davis Street Resource Recovery Complex, Lodi Material Recovery and Transfer Station, and Sacramento Recycling & Transfer Station as the Materials Recovery Facilities to be utilized under this Agreement. Contractor may add facilities with written notice to the District.
- 1.53 **Measure D.** "Measure D" means the Alameda County Waste Reduction and Recycling Act of 1990, mandating the Recycling Board to establish a goal to achieve the reduction, recycling, and composting of at least 75% by weight of all discarded materials generated within Alameda County.
- 1.54 **Motor Oil and Oil Filters.** "Motor Oil" and "Motor Oil Filters" means lubricating oils for passenger vehicles, and oil filters means lubricating oil filters for passenger vehicles.
- 1.55 **Multi-Family Premises or MFD.** "Multi-Family Premises" or "MFD" means any Residential Premises, other than a Single-Family Premises, used for Residential purposes (regardless of whether residence therein is temporary or permanent), with five (5) or more units,

including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all dwelling units on the Premises. Customers residing in townhouses, mobile homes, condominiums, or other structures who receive individual service shall not be considered Multi-Family.

- 1.56 **Organics.** "Organics" means material originated from living plants and animals, including but not limited to food waste and yard trimmings such as grass, flowers, leaves, and branches that are not larger than six inches in diameter.
- 1.57 **Organics Processing Facility.** "Organics Processing Facility" means a plant or site, meeting all applicable local, state and federal licensing and permit regulations, where Organics are Processed for return to the economy in the form of raw materials for new, reused or reconstituted products or for other beneficial uses. The Contractor has designated the Altamont CASP. Contractor may add facilities with written notice to the District within 90 calendar days.
- 1.58 **Overage.** "Overage" means (a) Trash, Recyclable Materials, or Organics exceeding its container's capacity such that the lid is lifted at least 6 inches (or would be lifted at least 6 inches if lowered), or (b) Trash, Recyclable Materials, or Organics placed on top of or in the immediate vicinity of the container, in bags, or otherwise (other than Tag-it Tagged material).
- 1.59 **Owner.** "Owner" means the Person holding legal title to the land or building.
- 1.60 **Party.** "Party(ies)" means District and Contractor.
- 1.61 **Per Unit Fee.** "Per Unit Fee" means the fee paid by Residential Customers based on the number of units on the Premises. SFD and MFD Customers have a per unit fee consisting of three parts: Organics fee, Recyclable Materials fee, and District Cart fee. For the L1 and L3 Areas, the Per Unit Fee is billed with property taxes, not by WM. For L2 and HUUNC, the per unit fee is billed by WM.
- 1.62 **Premises.** "Premises" means any land or building in the District where Trash, Recyclable Materials, or Organics are generated or accumulated.
- 1.63 **Processing.** "Processing" means the controlled separation, recovery, volume reduction, conversion, or recycling of solid waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).
- 1.64 **Prohibited Container Contaminants.** Means Discarded Materials placed in the wrong collection service container (e.g. food in the Recycling Materials collection service

container or plastic in the Organics Materials collection service container). The Contractor shall notify the customer of prohibited contaminants as required by the District's Solid Waste Ordinance. A notice shall be issued informing the Customer of the prohibited materials, along with information on how to properly use the Collection Service Containers and how to sort discarded materials properly.

- 1.65 **Rates.** "Rates" means dollar amounts to be charged to Customers by Contractor for providing Trash, Recyclable Materials, and Organics Collection, Processing, and Disposal services. The initial Rates are set forth in Exhibit 2, and shall be adjusted from time to time in accordance with this Agreement. Such adjustment will be reflected in the District's Solid Waste Ordinance.
- 1.66 **Recyclable Materials.** "Recyclable Materials" means the materials on the "Statewide Recyclable List" published by the California Statewide Commission on Recycling Markets and Curbside Recycling. Recyclable Materials do not include bagged materials. The July 1, 2021 list of materials is below:

California (CA) Statewide Recyclable List - 15 Consumer Item types met the criteria requirements across the state and are recyclable statewide:

Paper Products:

1. Mail
2. Paper Mailing Pouches
3. Kraft Bags
4. Magazines
5. Newspaper
6. OCC (old corrugated cardboard)
7. Home Office Paper
8. Paperboard Boxes (e.g. cereal, tissue, not coated)

Glass:

9. Bottles
 10. Jars
- (Glass from commercial locations is excluded)

Metal:

11. Aluminum cans
12. Steel cans

Plastic:

13. #1 PET Bottles (Screw-type narrow neck tops – no non-recyclable shrink sleeves or other non-recyclable components)
14. #2 HDPE Bottles – Natural (Narrow necks – includes jugs – no non-recyclable shrink sleeves or other non-recyclable components)

15. #2 HDPE Bottles – Color (Narrow necks – includes jugs – no non-recyclable shrink sleeves or other non-recyclable components)

- 1.67 **Recycling.** "Recycling" means the process of separating for Collection, collecting, treating and/or reconstituting Discarded Materials that would otherwise be landfilled without receiving compensation and returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The Collection, transportation, or Disposal of Trash not intended for, or capable of, reuse is not Recycling.
- 1.68 **Recycling Service.** "Recycling Service" means services and facilities for the collection and Recycling of Recyclable Materials.
- 1.69 **Residential.** "Residential" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises, including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.
- 1.70 **Roll-Off.** "Roll-Off" or "Drop-Box" means any containers with a capacity of 6 to 50 cubic yards that are detachable units and are serviced by a roll-off collection service vehicle. A Roll-off may be an open top container, an enclosed container, or a compactor container.
- 1.71 **SB 1383.** "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- 1.72 **SB 1383 Regulations.** SB 1383 Regulations means the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.
- 1.73 **Single-Family Premises or SFD.** "Single-Family Premises" or "SFD" means of, from, or pertaining to any Residential Premises with four units or fewer, where each unit subscribes to solid waste cart collection services.
- 1.74 **Solid Waste.** "Solid Waste" means mixed or segregated Discarded Materials, commonly referred to as Trash, Recyclable Materials, or Organics, resulting from residential, commercial, or industrial activities. Solid Waste does not include discarded materials that require special handling, such as Hazardous, Medical, Demolition or Construction wastes.
- 1.75 **Solid Waste Ordinance.** "Solid Waste Ordinance" means the ordinance prescribed by the District together with such administrative rules, regulations, and procedures as may be

established for the purpose of carrying out or making effective the provisions of this Agreement.

- 1.76 **Special Service.** "Special Service" means any Collection or Disposal service provided which exceeds the standard billed level of service provided under Commercial, SFD or MFD service systems as provided for in this Agreement and for which a special charge is applied.
- 1.77 **Street Cans.** "Street Cans" means public receptacles provided and maintained by Alameda County Public Works. Contractor will perform collection services as provided in Exhibit 3.
- 1.78 **Tag-it Tags.** "Tag-it Tags" means a prepaid label to be affixed onto a plastic bag with a maximum capacity of 35 gallons; the labels can be purchased from the District and the bag filled with trash and disposed of on the customer's collection service day. The collection and disposal cost for this service is included with the purchase of the label and regular trash collection service.
- 1.79 **Transfer Station.** "Transfer Station" means a licensed and permitted facility selected and used by Contractor to receive Discarded Materials, to temporarily store, and to transfer the Discarded Materials directly from one to another for transport to a licensed and permitted Disposal or Processing facility. Contractor has designated the Davis Street Transfer Station as the Transfer Station to be utilized under this Agreement.
- 1.80 **Trash.** "Trash" means those Discarded Materials which, for the purpose of disposal, have been placed in a Collection Service Container that is regularly emptied by the Contractor. Trash shall not include Discarded Materials required pursuant to the provisions hereto to be separated, set aside, handled, packaged or offered for collection separately from other Discarded Materials for the purpose of Recycling or Composting or requires special handling such as demolition, construction, hazardous, and medical wastes.
- 1.81 **Unacceptable Waste.** "Unacceptable Waste" means any and all waste, including but not limited to, Hazardous Waste, Hazardous Substance, Bio-hazardous and Biological Waste, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a substantial endangerment to the health or safety of the public or Contractor's employees, provided, that de minimis quantities or waste of a type and amount normally found in residential Refuse after implementation of programs for the safe Collection, Recycling, treatment and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste.
- 1.82 **Washer Compactor Waste.** "Washer Compactor Waste" means Discarded Materials removed from the preliminary wastewater treatment, which have been washed, compacted, and bagged. Washer Compactor Waste may include, but not limited to,

plastic, paper, rags, and cloth-like materials. Such materials shall be collected, transported, and disposed by the Contractor at no charge to the District.

- 1.83 **White Goods.** "White Goods" means discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic large appliances.

ARTICLE II -REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 2.1 Corporate Status. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.
- 2.2 Corporate Authorization. Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders if necessary) has taken all actions required by law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Contractor have authority to do so.
- 2.3 Agreement Duly Executed. The persons signing this Agreement on behalf of Contractor have been authorized by Contractor to do so, and this Agreement has been duly executed and delivered by Contractor in accordance with the authorization of its Board of Directors or shareholders, if necessary, and is enforceable against Contractor in accordance with its terms.
- 2.4 No Conflict with Applicable Law or Other Documents. Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder:
- a. Conflicts with, violates or will result in a violation of any existing Applicable Law as of the Effective Date; or
 - b. Conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement or instrument to which Contractor is a party, or by which Contractor or any of Contractor's properties or assets is bound; or
 - c. Will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor which will interfere materially with Contractor's performance hereunder.

- 2.5 No Litigation. There is no action, suit, proceeding or action at law or equity, or to the best of Contractor's knowledge, any investigation before or by any court or governmental entity, pending or threatened against Contractor or otherwise affecting Contractor, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect Contractor's performance hereunder, or which in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Contractor or its parent company.
- 2.6 Financial Ability; Disclosures; No Material Change. Contractor has sufficient financial resources to perform all aspects of its obligations hereunder. Contractor has provided the District with audited financial statements for its parent company for period ending December 31, 2021, which present fairly, in accordance with generally accepted accounting principles, the financial resources of Contractor. There has been no material adverse change in Contractor's or Contractor's parent company's financial circumstances since the date of the most recent financial statements, other than as disclosed in the previously filed quarterly report on Securities and Exchange Commission Form 10-Q of the Contractor's parent company.
- 2.7 Expertise. Contractor has the expert, professional, and technical capability to perform all of its obligations under this Agreement.
- 2.8 Contractor's Investigation. Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by Contractor under the Agreement, and enters into this Agreement on the basis of that independent investigation.
- 2.9 Guarantee of Contractor's Performance. Pursuant to a guarantee in substantially the form attached as Exhibit 1, Waste Management, Inc., with headquarters currently located in Houston, Texas, is the Guarantor of this Agreement. Waste Management of Alameda County, Inc. is a corporation organized under the laws of the State of California, with all the issued and outstanding stock owned by USA Waste of California, Inc., a Delaware corporation, which in turn is owned indirectly by the Guarantor. The Guarantor has agreed to guarantee Contractor's performance of this Agreement. The Guarantee is being provided concurrently with Contractor's execution of this Agreement.

ARTICLE III -TERM AND SCOPE OF FRANCHISE

- 3.1 Term of Agreement.
- 3.1.1 Effective Date. This Agreement shall become effective on the date on which it is last signed by both Parties (the "**Effective Date**"). Contractor shall continue to provide service under the Solid Waste Collection Services Agreement most recently amended and dated January 1, 2012 up to the Commencement Date.

3.1.2 Term. The term for services to be rendered under this Agreement shall begin January 1, 2023 (the "**Commencement Date**") and end at midnight on December 31, 2037 ("**Term**").

3.1.3 Option to Extend Term. District shall have the sole option to extend this Agreement for an additional twenty-four (24) month period. At the end of said extension (should it be implemented), District and Contractor shall have the option to extend the Agreement, by mutual agreement, for up to two additional five (5) year periods. If District elects to exercise its 24-month extension option, it shall give written notice not later than one hundred eighty (180) days prior to the initial termination date.

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

- a. Accuracy of Representations. Representations and warranties made by Contractor throughout this Agreement are accurate, true and correct on and as of the Effective Date of this Agreement.
- b. Absence of Litigation. As of the Effective Date, there is no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
- c. Furnishing of Insurance and Bonds. Contractor will furnish evidence of the insurance and bonds required by Article VI within thirty (30) days of execution.
- d. Effectiveness of District Action. District's Resolution No. 3749 approving this Agreement, shall have become effective pursuant to California law prior to the Effective Date.

3.2 Franchise.

3.2.1 Grant of Exclusive Franchise. Subject to the requirements and conditions of this Agreement, the District hereby grants to the Contractor the exclusive franchise, privilege and duty during the Term, and any extension thereof the following:

- a. To engage in the business of Collecting, transporting, and effecting the ultimate Disposal of Commercial and Residential (SFD and MFD) Trash generated or coming to exist in the District; and,
- b. To engage in the business of Collecting, transporting and Processing Commercial and Residential (SFD and MFD) Recyclable Materials generated or coming to exist in the

District, with the exception of Residential Recyclable Materials generated within the L2 (Hayward) Area of the District; and,

- c. To engage in the business of Collecting, transporting and Processing Commercial and Residential (SFD and MFD) Organics generated or coming to exist in the District.

3.2.2 Scope of Franchise. The franchise granted to Contractor shall be exclusive except as to the following categories of materials. The granting of this franchise shall not preclude the following from being delivered to and/or collected by third parties other than Contractor:

- a. Construction and Demolition Debris (1) removed from a premise by a licensed contractor as an incidental part of a total construction, remodeling, or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service using debris boxes or similar apparatus, or (2) directly loaded onto a fixed body vehicle and hauled directly to a Disposal Facility that holds all applicable permits;
- b. Organics (1) removed from residential or commercial premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than separately contracted or subcontracted hauling service using debris boxes or similar apparatus, or (2) directly loaded onto a fixed body vehicle and hauled directly to a Disposal Facility that holds all applicable permits;
- c. Animal waste and remains from slaughterhouses and butcher shops, or grease waste;
- d. Solid Waste hauled directly to Disposal Facility by the generator of the discarded materials;
- e. Recyclable Materials which are source separated at any premises by the generator and sold or donated to youth, civic, or charitable organizations;
- f. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;
- g. Hazardous Waste and designated waste regardless of its source; and
- h. Exemptions as listed and detailed in the District's Solid Waste Ordinance, as it may be amended from time to time subject to Section 5.2.04.

3.2.3 Limitations. This Agreement grants to Contractor an exclusive franchise right and privilege to Collect, transport, Process, and Dispose of Trash, Recyclable Materials, and Organics in accordance with Section 3.2.1 of this Agreement, and these services shall be interpreted to be consistent with federal and state statutes and case law, now and during the Term.

The scope of this exclusive franchise shall be limited by current and developing Applicable Law, except as otherwise provided herein. In the event future interpretations of current law, or enactment of new laws, limit the ability of the District to lawfully provide for the scope of franchise services as specifically set forth herein, Contractor agrees the scope of the franchise will be limited to those services and materials which may be lawfully provided for under this Agreement. In such event, District shall not be responsible for any lost profits claimed by Contractor to arise out of the scope of the franchise services as set forth herein. In such event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as commercially feasible.

In the event the franchise fee or any other fee due to the District under this Agreement is determined by a final decision of a court of competent jurisdiction to be excessive, invalid or unenforceable, then Contractor shall not be obligated to continue remitting such invalidated franchise fee or other fee to the District. District and Contractor will, as promptly as reasonably practicable following such court decision meet and confer to negotiate in good faith and using reasonable efforts to agree upon on adjustments to each of the Rates, which adjustments shall in the aggregate, as applied to Collection services, equal the amount of the District fees determined to be excessive, invalid or unenforceable in accordance with the foregoing. In addition, District and Contractor agree to meet and confer to negotiate in good faith regarding the allocation of any reimbursement obligations to Customers as imposed by said decision of the court above, including but not limited to using reasonable efforts to conduct an accounting of the amounts of such fees collected, due for reimbursement or otherwise owed to Customers, or how they are attributable to the Contractor or District.

- 3.2.4 Acceptance of Franchise. Contractor hereby accepts the franchise on the terms and conditions set forth in this Agreement.
- 3.2.5 District's Cooperation in Franchise Enforcement. The District agrees to cooperate with Contractor in enforcement of the Contractor's franchise privilege as provided for under this Agreement.
- 3.2.6 Ownership of Discarded Materials. Once Trash, Recyclable Materials, and Organics are placed in collection service containers and properly placed for Collection Service, ownership and the right to possession shall transfer directly from the waste generator to Contractor by operation of law. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or use the Trash, Recyclable Materials, and Organics it collects. Discarded Materials that are disposed of at a Disposal Facility or sites (whether landfill, transformation facility, Transfer Station, or Material Recovery Facility) shall become the property of the owner or operator of the Disposal Facility(ies) once deposited there by Contractor.

ARTICLE IV - SERVICES TO BE PERFORMED BY CONTRACTOR

4.1 General.

- 4.1.1 Solid Waste. The Contractor shall provide Collection, Processing, transfer, and Disposal services for all Solid Waste originating from or generated within the District limits as defined in this Agreement, including, but not limited to, paying the costs associated with all labor, insurance, supervision, machinery and equipment, plant buildings, tipping fees, permits, licenses, Disposal Facilities, trucks and any other tools, equipment, accessories and things necessary to perform the services herein for the duration of this Agreement, including obtaining and complying with all permits, licenses and approvals, landfill capacity and operations, landfill closure and post-closure maintenance and remediation in consideration of the right to charge and collect the Rates in the amounts and on the terms set forth in this Agreement.
- 4.1.2 Hazardous Waste, Bio-hazardous Waste, Biological Waste and Sludge. The Contractor shall not be required to Collect or Dispose of Hazardous Waste, Biohazardous Waste, and Biological Waste, except Motor Oil and Motor oil filters, and Household Batteries collected through the SFD Collection Services, but may offer such service in the District. All such Collection and Disposal for those types of waste in this section, when done by the Contractor, shall be in strict compliance with Applicable Law.
- 4.1.3 Dangerous Animals and Solid Waste Collection Services. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious animals in order to accomplish Solid Waste Collection Services. In any case, where the Customer or tenants have such animals at large, the Contractor shall immediately notify the Contract Administrator of such condition and of his/her inability to make Collection because of such conditions.
- 4.1.4 Performance. Contractor shall accomplish all work specified under this Agreement in a thorough and professional manner, so the residents and businesses within the District are provided reliable, courteous and high-quality Solid Waste Collection, Processing, and Disposal services at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve the Contractor of the duty of accomplishing all other aspects in the manner provided for in this Article, whether such other aspects are enumerated elsewhere in this Agreement or not. Contractor shall perform all work in accordance with the performance standards in Section 5.4.
- 4.1.5 SFD Contamination Monitoring. District shall conduct contamination monitoring inspections and noticing procedures for all SFD Customers serviced by Contractor under this Agreement. Contractor, including any and all agents, employees, or representatives of Contractor, including without limitation the Recycling Coordinator, shall not be required to conduct any contamination monitoring activities, including site visits, inspections, or noticing (including tagging) for any SFD Customer. However, Contractor

will provide available data and other information requested by District with respect to District's SB 1383-related compliance efforts, which includes, but is not limited to, route support and transfer station access.

4.1.6 MFD and Commercial Contamination Monitoring. Contractor shall provide one Recycling Coordinator, in accordance with Section 5.3.3. The Recycling Coordinator shall perform container assessments as part of their technical assistance. A container assessment includes a visual inspection of the collection service containers for any needed repairs or replacements of containers and visual inspection of discarded materials placed inside the collection service containers. The Recycling Coordinator is not required to open bags or touch the discarded materials. The MFD or Commercial Customer shall be notified of any contaminants found in the solid waste collection service containers via a tag or email or letter and noted in the Recyclist Program Tracker.

4.1.7 Compliance with State, Federal, and Municipal Law. The Contractor shall comply with all applicable District, state and federal laws now or hereafter in effect, relating to the collection services provided by Contractor under in accordance with this Agreement including, but not limited to, all Environmental Laws and all laws related to the employment or protection of employees. Contractor and District may amend this Agreement in accordance with Section 7.15 to add additional or expanded services to the scope of services provided by Contractor under this Agreement. In the event of such change in collection services or an amendment, Contractor shall be entitled to an adjustment of its rates and compensation to account for the additional scope of such additional or expanded services.

4.2 SFD Solid Waste Collection.

4.2.1 General. The Contractor shall Collect Discarded Materials placed in collection service carts, including vehicle motor Oil and motor oil filters and Household Batteries that have been properly set out for collection from SFD Premises within the District. The Contractor shall have the exclusive right to Collect, Process, and Dispose of Trash, Recyclable Materials, and Organics except as excluded under the franchise as enumerated under Section 3.2.2.

4.2.2 Recyclable Materials. Contractor shall Collect Recyclable Materials from SFD Premises within the District. Customers are required to place Recyclable Materials in the collection service carts loose and set out for Collection at the curb unless Customer receives Backyard Service. Household Batteries shall be contained in a Customer-provided sealed heavy-duty plastic bag and placed on top of the Designated collection service cart. Contractor shall provide two (2) one-gallon translucent plastic containers with screw-on tops for motor oil collection and one 4-mil plastic zip-lock bag for motor oil filter collection. Such containers shall be provided at no additional cost on the customer's next regular collection service day. For each setout removed, Contractor shall leave two (2)

one-gallon translucent plastic containers with screw-on tops, along with one empty 4-mil plastic zip-lock bag for motor oil filter.

As it becomes appropriate or beneficial, other items may be added to the list at the direction of the Contract Administrator and Contractor by mutual agreement. Likewise, if it becomes unfeasible or financially impractical to continue Collection of any one of the above items, the Contractor may petition the Contract Administrator for approval to discontinue Collection of those items or temporarily dispose of such items after notice to the District; such approval will not be unreasonably withheld. Where District requests an increase in the items collected, which affects the operational costs of the Contractor, the Contractor and the Contract Administrator shall negotiate an appropriate adjustment in the Rate paid to the Contractor, as described in Section 5.2.6.

4.2.3 Organics Program. Contractor agrees to develop, implement, operate and participate (locally and regionally) in mulching, composting, transformation or other programs toward maximizing the District's Organics diversion. In particular, Contractor agrees to accomplish the programs set out in this Agreement and to be aggressive in the pursuit of new opportunities to divert Organics from Disposal. Good faith efforts shall be made by Contractor to divert as much Organics from Disposal as possible. All SFD Customers shall be entitled to one 65-gallon or 95-gallon Organics Cart per unit. A second and additional 65-gallon or 95-gallon Organics Cart shall be provided to SFD Customers by Contractor, upon request, at the rates set forth in Exhibit 2. L1 and L2 Area Customers will be invoiced by Contractor. In the L3 Area, the customer will not be charged for their second or additional carts; instead, the Contractor will invoice the District monthly for L3 Area Customers; the initial per unit per cart amount is in Exhibit 2. District shall pay said invoice in full within 30 days of submittal by Contractor. The monthly rate to be paid by District shall be adjusted annually in accordance with Section 5.2.2 of this Agreement. The District reserves the right to opt for an increase in Rates the following year to cover the expense of the second Organics Cart per unit in the L3 Area.

4.2.4 Omitted.

4.2.5 Frequency and Hours of Collection. Contractor shall Collect Trash and Organics from all District residences at least once per week with not more than seven (7) days between Collections. Contractor shall use Compressed Natural Gas trucks to Collect Recyclable Materials from all District residences on a bi-weekly basis. Collection of Recyclable Materials shall be made on the same day as Trash and Organics Collection service. Collection from residences shall begin no earlier than 6:00 a.m. and shall cease no later than 6:00 p.m., Monday through Friday. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior written approval from District. No Collection shall occur on Sundays or holidays except in a time of emergency or to maintain a regular schedule due to holidays recognized by the Contractor. Special pickups may be requested by Customers at

additional cost and shall be billed by the Contractor at the rates established in the District's Solid Waste Ordinance.

- 4.2.6 Location of Collection Service Carts. Solid Waste Collection Service Carts shall be placed Curbside for collection service. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall designate the location. All Discarded Materials shall be placed in collection service Cart(s). Tag-it Tags may be used as long as Customer subscribes to at least the minimum level of Trash Collection service. Recyclable Materials and Organics shall be placed in collection service Carts. Household Batteries shall be placed in sealed heavy-duty plastic bags provided by the Customer and placed on top of the Designated Collection Service Cart.

On collection day, all collection service Carts shall be placed in the street, adjacent to the curb. Collection service Carts shall be placed to allow approximately two (2) feet of clearance on either side of the Cart to facilitate automated collection. After collection, all collection service Carts shall be returned to their original retrieval locations.

- 4.2.7 Backyard Cart Collection Service. The Contractor shall provide Backyard Cart Collection Service at no additional cost to residential customers who are physically unable to place the carts curbside. The customer must submit to the District a letter signed by a licensed physician, indicating the resident is physically unable to place the collection service carts curbside. Customers may elect to subscribe to Backyard Cart Collection Service for a charge, as outlined in Exhibit 2 Schedule of Rates.

- 4.2.8 Bulky Waste Collection Service. Contractor, when requested by Customer or Contract Administrator, shall provide services to each SFD Customer for two (2) on-call Bulky Waste Collections per calendar year for each year of the Agreement. To qualify for a Bulky Waste Collection Service, the Customer account must have Trash Cart collection service for each unit and have four (4) units or fewer. For SFD Customers with four (4) or fewer units using Trash Cart collection service and where the property owner pays for the collection service, the property owner will schedule each of the on-call Bulky Waste Collection Service for all tenants on the same date. If the tenants have individual accounts for Trash Cart service with the Contractor, each tenant may schedule their own on-call Bulky Waste Collection Service date(s). The Contractor shall pick up bulky goods, including bagged Trash, and transport to a transfer station facility or processing facility at no additional cost to Customers. Acceptable items for Bulky Collection Service per subscribed Trash cart per unit:

- All waste must be left at the curb by 6:00 a.m.
- The truck will pass each street one time
- Large residential appliances (white goods) up to three items and;
- Up to four tires, passenger vehicles only, rims removed and;
- Furniture and mattresses up to three items and;

- Yard trimmings and wood:
 - Must not exceed 4' in length or 6" in diameter
 - Must be bundled
- In addition to above listed items, the maximum each residence may dispose of is 2 cubic yards (approximately 16 trash bags or 3' x 3' x 6') at no charge.
- The following items will not be collected: Hazardous Waste, including vehicle motor Oil or anti-freeze; concrete or dirt, and any item that cannot be lifted by two people.

Contractor shall maintain an average timeframe between the time the Customer makes the service request and the scheduled service date of no more than 21 days.

Contractor may refuse to Collect Bulky items and shall not be obligated to provide this service to any person who does not set out Bulky Materials as described above.

Contractor shall record by the weight (in tons) all of the solid waste collected, and shall guarantee a minimum recovery rate of recyclable materials of 15%.

With respect to MFD Customer locations, tenants or property owners may request collection of Bulky Waste Items. Contractor will provide such services and may bill Customers according the rates set forth in Exhibit 2.

- 4.2.9 Marketing and Sale of Recyclable Materials. Contractor shall be responsible for marketing and selling all Recyclable Materials collected pursuant to this Agreement.
- 4.2.10 Collection Service Carts. Customers shall continue using District-owned Carts currently in their possession prior to the Commencement Date. District shall maintain ownership of such Carts and Contractor shall maintain an adequate supply of replacement Carts (which will be owned by District), including motor Oil plastic containers and motor oil filter bags, throughout the term of this Agreement to provide for new residents or to replace those lost, stolen, broken, or faded Carts. Replacement of Carts will be made pursuant to Section 5.4.9; Carts shall be blue for Recyclable Materials, green for Organics, and black or gray for Trash, and shall display the District's logo on both sides and District-approved in-mold labeling on the lids. Residential Customers (SFD and MFD) shall be entitled to unlimited collection service for Recyclable Materials and additional Organics Collection Service Carts as detailed in Section 4.2.3 of this Agreement.
- 4.2.11 Revenues Generated from Recyclable Materials. Any revenues generated from the sale of Recyclable Materials shall be retained by Contractor.
- 4.2.12 Monitoring Records. The Contractor shall be responsible for maintaining information and records adequate to determine participation rates and setout rates by percent, estimated weight of each material type/commodity diverted from the landfill and other information required by the District.

4.2.13 Customer Service. Contractor shall provide a dedicated telephone number, staffed during regular business hours, to residents, for reporting missed pick-ups and any other issues related to Solid Waste Collection Services. This telephone number will be included with all public information materials distributed by District or by Contractor on behalf of District. Contractor shall also provide a Route Manager liaison to the District, who will be available by telephone and email during regular business hours Monday – Friday from 8 a.m. to 5 p.m.

4.2.14 Annual Holiday Tree Collection. Contractor shall collect holiday trees during the first two (2) weeks of January each year, without additional charge to District or Customers. Trees must be placed curbside and cannot exceed six (6) feet in height. The residential bulky collection service shall be suspended for the two weeks of the holiday tree collection.

4.3 MFD Solid Waste Collection Services.

4.3.1 Scope. The Contractor shall have the exclusive right to Collect and dispose or Process all Trash and Organics from all MFD Premises within the District, except as excluded under the franchise as enumerated under Section 3.2.2.

4.3.2 Frequency of Collection. Contractor shall Collect Trash and Organics from MFD Customers within the District at least one (1) time per week, with not more than seven (7) days between Collections.

4.3.3 Hours of Collection. MFD Collection services shall be offered daily and shall be made between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday.

4.3.4 Location of Collection Service. On collection day, the Trash and Organics Carts shall be placed in the street, adjacent to the curb, or such other location agreed upon between Customer and Contractor. After collection, all Carts or Bins shall be returned to their original pick-up locations.

4.3.5 Collection Service Containers. Customers shall continue to use the collection service containers currently in their possession for the accumulation of Trash and Organics. The Carts in service as of the Commencement Date are owned by the District. Contractor shall maintain an adequate supply of replacement Carts throughout the Term of this Agreement to provide for new residents and to replace lost, stolen, or broken Carts; such Carts will continue to be owned by the District. The number and size of Carts and/or Bins shall be mutually agreed upon by the Customer and the Contractor. Where mutual agreement is not reached, the Contract Administrator shall determine the appropriate number and size of receptacles. In case of requests for service level changes, Contractor shall assist the Customer with identifying the best size receptacles and best receptacle location, on a case by case basis.

4.3.6 Annual Holiday Tree Collection. During the month of January of each year, during the term of this Agreement, Contractor shall provide, at no charge to the Customer or District, Roll-Off containers to Customers subscribing to Trash bin Collection service. Said boxes shall be used for the placement of holiday trees and shall be made available for a period of not less than five (5) days, and not more than ten (10) days.

4.3.7 Exclusions. Customers who elect to use Roll-Off Collection service will be governed by the provisions of Roll-Off service.

4.4 MFD Recyclable Materials Service.

4.4.1 Scope. The Contractor shall Collect Recyclable Materials set out for the purpose of Collection in the District.

As it becomes appropriate or beneficial, other items may be added to the list at the direction of the Contract Administrator and Contractor by mutual agreement. Likewise, if it becomes unfeasible or financially impractical to continue Collection of any one of the above items, the Contractor may petition the Contract Administrator for approval to discontinue Collection of those items or temporarily dispose of such items after notice to the District; such approval will not be unreasonably withheld. Where District requests an increase in the items collected which affects the operational costs of the Contractor, the Contractor and the Contract Administrator shall negotiate an appropriate adjustment in the Rate paid to the Contractor, as described in Section 5.2.06.

4.4.2 Frequency of Collection. The Contractor shall Collect Recyclable Materials within the District on a bi-weekly basis for cart service or at least once a week for bin service or more frequently as may be determined between Customer and Contractor to prevent containers from becoming overloaded. Where mutual agreement is not reached, the Contract Administrator shall determine frequency.

4.4.3 Hours of Collection. Collection shall begin no earlier than 6:00 a.m. and shall cease no later than 6:00 p.m. In case of an emergency or unforeseen circumstance, Collection may be permitted at a time not allowed by this paragraph, following approval by the Contract Administrator.

4.4.4 Point of Pickup. Customers shall accumulate Recyclable Materials at locations which are mutually agreed upon by the Customer and the Contractor. Where mutual agreement is not reached, the Contract Administrator shall designate the location(s).

4.4.5 Receptacles. Contractor shall use the Carts and Bins currently in their possession for the accumulation of Recyclable Materials. The Carts in service as of the Commencement Date are owned by the District. Contractor shall maintain an adequate supply of replacement Carts and Bins throughout the Term of this Agreement to provide for new residents and to replace lost, stolen, or broken Carts; such Carts will continue to be owned by District.

Replacement of containers will be made pursuant to Section 5.4.9. In case of requests for service level changes, Contractor shall assist the Customer with identifying the best size receptacles and best receptacle location, on a case by case basis.

- 4.4.6 Revenues Generated from Recyclable Materials. Revenues generated from the sale of Recyclable Materials shall be retained by Contractor.

4.5 Commercial Solid Waste Collection Services.

- 4.5.1 Scope. The Contractor shall have the exclusive right to Collect, transfer, Recycle, process and dispose of all Trash, Recyclable Materials, and Organics from all Commercial Premises within the District, except as excluded under the franchise as enumerated under Section 3.2.02.

- 4.5.2 Frequency of Collection. The Contractor shall Collect Trash, Recyclable Materials, and Organics from Commercial Customers a minimum of one (1) time each week or more frequently as may be determined between the Contractor and each individual Customer to prevent containers from becoming overloaded. In the event the Customer's container is consistently overloaded, Contractor may petition District to enforce the relevant health and safety regulations. Recyclable Materials and Organics Collection service shall be as frequent as agreed to by Customer and Contractor.

- 4.5.3 Hours of Collection. Collections shall begin no earlier than 4:00 a.m. and shall cease no later than 7:00 p.m. Monday through Saturday, except that Collection of Commercial Trash, Recyclable Materials, and Organics shall begin no earlier than 6:00 a.m. or cease no later than 6:00 p.m. if within two hundred (200) feet of Residential properties. In the case of an emergency or unforeseen circumstance, Collection may be permitted at a time not allowed by this paragraph following written approval by the Contract Administrator.

- 4.5.4 Location of Collection Service Containers. Commercial Customers shall accumulate Trash, Recyclable Materials, and Organics at locations mutually agreed upon by the Customer and the Contractor and which are convenient for Collection by the Contractor. Where mutual agreement is not reached, the Contract Administrator shall designate the location. The Contractor may invoice customers for Special Services including extra pickups and staging collection service containers.

- 4.5.5 Collection Service Containers. Commercial Customers may use Carts or Bins for accumulation of Trash, Recyclable Materials, and Organics unless prohibited by the Agreement. The cost for such Trash, Recyclable Materials, and Organics services is set forth in Exhibit 2.

For Recycling - One Cart (65 or 95 gallon) will be provided and serviced every other week. Customer may request additional carts (65 or 95 gallon). In the L1 and L2 areas customers will be billed for each cart based on rates as set forth in Exhibit 2. In L3, customers will

not be charged; instead, the Contractor will invoice the District monthly for each cart based on rates set forth in Exhibit 2. District will pay such invoices within 30 days of receipt of the invoice.

For Organics - One Cart (65 or 95 gallon) will be provided and serviced once per week at no cost to the Customer or the District. Customer may request additional Carts (65 or 95 gallon). In the L1 and L2 areas customers will be billed for each additional Cart based on rates as set forth in Exhibit 2. In L3, customers will not be charged, instead the Contractor will invoice the District monthly for each cart based on rates set forth in Exhibit 2. District will pay such invoices within 30 days.

The monthly rates shall be adjusted annually in accordance with Section 5.2.2 of this Agreement. The District reserves the right to increase Recyclable Materials charges the following year to cover the expense of the Recyclable Materials Collection service for the Commercial Customers in the L3 area.

Commercial Trash or Recyclable Materials Customers may elect to use compactor Collection equipment. Compactor equipment may be owned by the Customer or leased from the Contractor or any other source provided that the Compactor Container is compatible with the Contractor's Collection vehicles.

4.5.6 Method of Invoicing for Commercial Collection Services. The Contractor shall invoice for Commercial Solid Waste collection services on the basis of Exhibit 2, which includes Special Services, as adjusted from time-to-time per Section 5.2.2.

4.6 **Roll-Off Collection Services.**

4.6.1 Scope. The Contractor shall Collect and dispose of all Solid Waste generated by Commercial or Residential establishments and/or other generators within the District that elect to use Roll-Off containers, except as excluded under the Agreement as enumerated in Section 3.2.02.

4.6.2 Frequency of Collection. Roll-Off boxes shall be serviced (emptied) on an "on-call" basis, and the Contractor shall be required to provide service no later than the end of the next business day (excluding Sundays and recognized holidays). However, in all instances in which Roll-Off boxes are used for the accumulation of putrescible wastes, service shall be scheduled no less than one (1) time per week.

4.6.3 Hours of Collection. Collection shall begin no earlier than 5:00 a.m. and shall cease no later than 10:00 p.m. Monday through Saturday except Collection shall begin no earlier than 6:00 a.m. or end later than 6:00 p.m. within two hundred (200) feet of Residential properties. In the case of an emergency or unforeseen circumstance, Collection may be permitted at a time not allowed by this paragraph following approval by the Contract Administrator.

- 4.6.4 Location of Collection Service. Roll-Off boxes shall be placed at locations which are mutually agreed upon by the Customer and the Contractor, and which are convenient for Collection by the Contractor. Where mutual agreement is not reached, the Contract Administrator shall designate the location.
- 4.6.5 Roll-Off Equipment.
- a. Compactor equipment may be owned by the Customer or leased from the Contractor or any other source provided the compactor/container is compatible with the Contractor's Collection vehicles.
 - b. Open-top Roll-Off boxes shall be provided by the Contractor. The Contractor shall be responsible for ensuring all Contractor-owned compactors, compactor/containers and open-top containers are maintained in good condition.
- 4.6.6 Method of Invoicing for Roll-Off Collection Services. The Contractor shall invoice for Roll-Off Collection Services on the basis of Exhibit 2 which includes Special Services, as adjusted from time-to-time per Section 5.2.02. Such adjustment will be reflected in the District's solid waste ordinance.
- 4.7 Overage. A fee may be charged to SFD, MFD, and Commercial customers for Trash Cart or Bin Overages, provided Contractor collects the Overage on the scheduled service day, has photo or video documentation of the Overage, and sends written notice (email, letter or on Customer invoice) to the Customer of the Overage. The initial Overage fees are outlined in Exhibit 2 Schedule of Rates, and shall subsequently be approved by the District in the District's Solid Waste Ordinances.
- 4.8 District Solid Waste Collection Services.
- 4.8.1 Scope. The Contractor shall provide, at no charge to the District, Solid Waste Collection services for District facilities and properties as listed on Exhibit 3 (trade-offs between existing and new locations are allowed).
 - 4.8.2 Emergency Service. Contractor shall provide emergency services (i.e., special Collections, transport, processing, Disposal) at the District's request in the event of a declared local, state, or federal state of emergency, major accidents, disruptions, or natural calamities. Contractor shall provide emergency services within twenty-four (24) hours of notification by the District, or as soon thereafter as is reasonably practical in light of the circumstances. An emergency number shall be accessible throughout the year, 24 hours per day for the District representative to contact Contractor. Emergency services shall be provided at Contractor's customary Collection Rates then in effect.
- 4.9 Other Services; Specialized Services

- 4.9.1 Specialized Services. Upon request of a resident or business and payment of a special fee, Contractor shall provide Solid Waste services not specified in Sections 4.1.0 through 4.6.6 for residents and businesses, including, but not limited to, Bulky Waste Collection Service and Disposal at times other than the scheduled Bulky Waste Collections provided in Section 4.2.6. To the extent these Solid Waste Collection services or Special Services are within the scope of the Contractor's exclusive franchise under this Agreement, the additional charge to the Customer for such services (i) shall be determined between Contractor and Customer prior to provision of the services, (ii) shall be established by reference to the District's established Rate(s) for the most similar types of service covered under the existing Rates and (iii) at the request of customer shall be subject to review and approval or adjustment by the District.
- 4.9.2 District Sponsored Events. Upon request of the District, Contractor shall provide at no cost, up to 120 cubic yards of collection service for designated District sponsored events per calendar year of this Agreement. Said use of container(s) shall also include delivery, removal, and Disposal.
- 4.9.3 District Sponsored Recyclable Materials and Organics Collection Services to All District Public and Charter Schools. Contractor shall provide Recyclable Materials and Organics Collection services to all the public and charter schools in the District at no cost. The list of eligible schools is attached hereto as Exhibit 4.
- 4.9.4 District Sponsored Trash Collection Services to Public Schools and School Facilities within the L-3 Area of District. Contractor shall provide Trash Collection services to the public schools listed below, located within the District's L-3 Area at current collection services or below:

San Lorenzo Unified School District Schools (SLZUSD):

School District Offices
Corvallis Elementary
Dayton Elementary
Washington Middle School

San Leandro Unified School District Schools (SLUSD):

School District Offices
Thomas Jefferson Elementary
San Leandro High School
Korematsu Campus
Barbara Lee Center

Bin and Cart collection service shall be provided at no charge to these schools, and roll-off collection services shall be provided at the rates in effect for the L-3 Area. To receive

District Sponsored trash collection service, the school must implement recycling and organics collection all the school's facilities, classrooms, and offices, and collect all materials accepted for recycling and organics by Contractor. District and Contractor representatives shall conduct compliance audits prior to the implementation of the no cost Trash Collection Service and from time to time thereafter.

- 4.9.5 District Sponsored Community Collections of Bagged Litter. Contractor shall provide community cleanup collection of bagged litter up to five (5) times per week, up to two (2) cubic yards (12 35-gallon bags) per pickup at no cost to the District. Collection dates and locations shall be communicated to Contractor by District staff for scheduling.

4.10 **Transfer and Disposal of Solid Waste.**

- 4.10.1 Status of Disposal Facility/Closure-Post-Closure. Contractor owns the designated landfill. The landfill has been designed and constructed in accordance with Title 27 California Public Resources Code, Section 43500 et. seq. The landfill has been issued all permits from federal, state, regional and county agencies necessary for it to operate as a Class II and Class III Sanitary Landfill and is in compliance with all such permits. Contractor is currently authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all solid waste delivered to it by, or on behalf of, District for the term of this Agreement plus any extensions, thereto. Contractor shall safely manage the Landfill in full regulatory compliance with all applicable laws not only during the normal operation period but also during the landfill closure and post-closure periods. Contractor acknowledges that it (or its subcontractor) is solely responsible for: (i) the appropriate closure and post-closure activities of the landfill; and, (ii) the establishment and funding of sufficient reserve funds to meet its obligations for the purposes of providing funds for the payment of costs of closure of the landfill or any cell within the landfill or post-closure activities relating to the landfill. District shall have no responsibility to make any additional payments in the event actual closure and post-closure costs relating to the landfill exceed the amounts upon which the Contractor's disposal rate was based or the amount reserved by the Contractor for such purposes.

- 4.10.2 Status of Transfer Station. Contractor owns the Transfer Station and it is designed and constructed in accordance with all applicable state and local laws (e.g., CEQA, California Code of Regulations, etc.). The designated Transfer Station shall maintain full regulatory compliance with all permits from federal, state, regional, county and city agencies necessary for it to operate as Transfer Station and is in compliance with all such permits, though there may be notices of violation from time to time that do not materially impact operations, provided they are promptly remedied by Contractor. Upon request, Contractor shall provide copies to District of all notices of violation or amendments to permits that could affect the Contractor's ability to perform under this Agreement. The Transfer Station is authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all solid waste generated in the District and delivered to it by, or on behalf of the District for the duration of the Agreement and extensions thereof.

Contractor shall immediately notify District of any notice of breach or default received from the Transfer Station.

4.10.3 Permits for Use of Transfer Station and Landfill. Contractor shall keep in force and comply with the terms of all existing permits and approvals from governmental authorities necessary for the use of the Transfer Station and Disposal Facility throughout the term of this Agreement for receipt of Solid Waste from District. Contractor shall keep District fully informed of its progress in securing renewals of all such permits which occur during the term and shall provide District, upon request, with copies of all correspondence with permitting agencies and all other material correspondence related to the permitting process with third parties, but not including internal memoranda or correspondence between Contractor and its agents, consultants or attorneys. Contractor shall also provide District with a status report upon request related to applications for renewals of existing permits or any new permits which may be required to continue operations at the Transfer Station or Disposal Facility within existing permitted areas. Contractor shall give District immediate notice of any proposed material amendment to or alteration of such permits, or any new permits which may be required. Contractor shall resist any amendments or alterations to permits, the terms of which would prevent or materially interfere with the performance of its obligations under this Agreement, through all available administrative procedures. In the event such permit amendments occur despite Contractor's efforts to resist them, Contractor shall not be in breach of this Agreement if Contractor complies with such permit amendments. If Contractor becomes authorized to accept Hazardous Waste as a Class I landfill, District may, upon ninety (90) days' notice, terminate all Disposal services as identified in this Agreement.

4.10.4 Reservation of Transfer and Disposal Capacity. Contractor shall reserve for and provide to District permitted transfer and Disposal capacity for the term and any extensions of this Agreement.

4.10.5 Alternative Transfer, Disposal or Processing Capacity.

- a. If Contractor becomes unable to accept, Dispose or Process District's Discarded Material at the Transfer Station, Disposal Facility, Material Recovery Facility(s) or Organic Waste Processing Facility(s) as the result of causes within its control and which could have been avoided by the exercise of due care, then Contractor shall accept and dispose of such Discarded Materials at alternate facility(ies), provided it possesses all required permits and is in compliance with Applicable Law. Any additional transportation, Disposal and Processing costs incurred in delivering the Discarded Materials to the other facilities will be absorbed by the Contractor, and the costs will not be passed on to the Customers.
- b. If Contractor becomes unable to accept, Dispose of or Process District's Discarded Materials at the Transfer Station, Disposal Facility, Material Recovery Facility(s) or Organic Waste Processing Facility(s) as the result of causes which are beyond its

control and which could not have been prevented by the exercise of due care, then Contractor shall, to the extent it is legally able to do so, deliver and Dispose of or Process such Discarded Materials at another transfer station, landfill or Processing facility owned by it (or by another company which is owned and controlled, directly or indirectly, by its parent company) at whichever is the lowest rate then in effect at such alternate facility under contracts entered into after the Effective Date of this Agreement which would be deemed substantially similar. If such Contractor or affiliate-owned facilities are not reasonably available, then Contractor and District will meet and confer to determine the best available third-party facilities for temporary use. Additional costs incurred in delivering the Discarded Materials to the other facilities (e.g., transportation, disposal and processing costs), whether Contractor, Contractor affiliate, or third-party owned, will be allowed as a part of the Rates in accordance with this Agreement.

- c. Contractor will promptly apply for, and diligently pursue, any amendments to permits necessary for it to be legally able to accept Discarded Materials from District at such other facilities if required to carry out this Section.
- d. If the cost of delivery (i.e., the transfer and disposal fee plus additional solid waste transportation costs) at such other Transfer Station or landfill is higher than the amount then in effect under this Agreement, District may terminate this Agreement, as provided in the default sections of this Agreement. For purposes of administering this section only, District and Contractor agree the amount is \$122.57 per ton, inclusive of state and local mandated fees of \$23.92 per ton, as listed in Exhibit 5, for Year 1 of this Agreement. During subsequent years, for purposes of administering this section only, the non-fee portion of the amount (\$98.65 per ton) will be escalated according to the Processing, Transfer and Disposal agreement then in effect, by the change detailed in Section 5.2.2. The escalated non-fee portion of the amount shall be added to the state and local mandated fees then in effect. The \$122.57 per ton and subsequently recalculated rates are for the convenience of the District and the Contractor and do not represent the actual Disposal cost under this Agreement.

4.10.6 Disposition of Unacceptable Waste. Contractor shall implement procedures to identify and reject Discarded Materials delivered to the Transfer Station, Disposal Facility or Processing facility which are Unacceptable Discarded Materials, or which otherwise may not be legally accepted at such facility under its permits and other applicable governmental regulations then in effect Contractor shall implement such procedures in a uniform and non-discriminatory manner as applied to materials delivered to such facility from District and from all other sources. Contractor may, in the course of implementing such procedures, refuse to accept materials proposed to be deposited from District if they constitute Unacceptable Discarded Materials, or otherwise may not be legally accepted at the facility and shall be solely responsible for material that is accepted. If Contractor discovers Unacceptable Discarded Materials among acceptable materials which it has in its possession, it shall dispose of such material at its own expense. Contractor may pursue

all legal rights and remedies it may have against the waste generator(s) of such Unacceptable Discarded Materials, if the generator can be identified.

4.10.7 Days and Hours of Operation. Contractor shall operate the Transfer Station or Disposal Facility for the receipt and Disposal of Solid Waste for at least the minimum number of hours necessary to provide for transfer and Disposal of all solid waste generated within the District and in compliance with all operating permits issued.

4.10.8 Weighing.

- a. Maintenance of Scale Systems. Contractor shall operate and maintain an adequate scale system at the Transfer Station and/or Disposal Facility. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in Title 4, California Code of Regulations, Articles 8 and 9. Contractor shall request the appropriate governmental agency to inspect all scales and weighing equipment at least once per year. If a scale or weighing equipment is found to be measuring inaccurately and the errors are outside the tolerances allowed in Title 4, California Code of Regulations, Articles 8 and 9, Contractor shall promptly repair or recalculate such equipment so it operates accurately.
- b. Establishment of Solid Waste Collection Vehicles Tare Weights. In accordance with the implementation date in Section 3.1.1, Contractor shall weigh each Solid Waste Collection vehicle which will, or may be, used to deliver Discarded Materials to the Transfer Station or Disposal Facility, to determine its unloaded ("tare") weight. The tare weight of each Solid Waste Collection vehicle shall be recorded by Contractor. When additional or replacement Solid Waste Collection vehicles are placed into service, Contractor shall promptly weigh such additional and replacement Solid Waste Collection vehicles. Tare weights of all Contractor Solid Waste Collection Service vehicles shall be available for District review during normal business hours. All weighing shall be conducted in accordance with Contractor's standard procedures, a copy of which shall be supplied to District and updated from time to time. Tare weights of Solid Waste Collection vehicles delivering publicly-hauled Solid waste which are required to be weighed will be established by weighing such solid waste collection vehicles on each entry to and exit from the Disposal Facility.
- c. Weighing of Solid Waste Materials. All Solid Waste Collection vehicles used by Contractor to deliver material to a Transfer Station, Disposal Facility or Material Recovery Facility shall be weighed, and their weights recorded, so as to accurately measure tons of material delivered. If the scales and weighing equipment at the Transfer Station or Disposal Facility are out of service, Contractor shall determine the amount of Trash, Organics, and Recyclable Materials delivered to the facility in the solid waste collection vehicles operated by Contractor, by utilizing the arithmetic average of that Trash, Organics, and Recyclable Materials vehicle's recorded tons

delivered on its immediately preceding three (3) deliveries to the Material Recovery Facility Transfer Station or Disposal Facility. All information required by this Agreement shall continue to be recorded for each delivery during any period the scales are out of service. Such recorded information shall be made available to District upon request. Contractor shall repair or replace inoperable scales as promptly as possible. In addition, if the scales are out of service forty-eight (48) hours, Contractor shall immediately supply temporary substitute scales, rather than continuing to use the volume to weight conversion factors.

- 4.10.9 Biosolids and Grit at the Altamont Landfill. As of the date of this Agreement and continuing through December 31, 2037, Contractor shall accept District Biosolids ("Biosolids") at the Altamont Landfill. To qualify as ADC, Biosolids must comply with certain criteria for metals, pathogens and water content. District must submit an analytic profile; profile subject to review to determine acceptability of Biosolids for landfill. The parties acknowledge that local, state and federal regulations are subject to change. Should there be future changes in regulations regarding the landfill or Biosolids, the Altamont Landfill shall continue to accept Biosolids, providing said Biosolids comply with the changes in regulations. As of the date of this Agreement, and each year thereafter, the District shall conduct yearly analyses of the content of the Biosolids located on District property, and provide the Contractor with the results if the District elects ship biosolids to Contractor at Altamont Landfill. Contractor may refuse the materials if they are found to be non-compliant. If a load of Biosolids is dewatered and contains less than 50% solids, the Altamont landfill shall charge the District \$175 per ton of Biosolids delivered to the gate at the Altamont Landfill. If a load of Biosolids contains at least 50% solids, the per ton rate shall be \$35. If Biosolids cannot be used as ADC, pursuant to applicable regulations and permits, the District shall pay Contractor \$65 per ton for disposal of such material. Once Contractor accepts delivery of the Biosolids, the District shall cease to have any responsibility or liability for its content or for its compliance with any regulations for use as ADC. Altamont Landfill charges shall be subject to the same annual changes as those applied to rates (see Section 52.02). The Contractor shall also accept grit delivered to the gate at Altamont landfill at the same rate per ton, providing that the characteristics of the grit are acceptable.

ARTICLE V - ADMINISTRATION

5.1. Charges, Rates and Modifications.

- 5.1.1 Billing and Payment. The Contractor shall have the exclusive right to charge and collect for all services as stipulated in Article IV, in accordance with the method and Rates authorized by the District. The Contractor shall charge and collect for services in accordance with the following procedures:

- a. Publication of Rates. At direction of District, the Contractor shall provide written notice to subscribers of all Rate changes, including changes in the Rates of Special Services. The notice may be provided with, or as part of, regular Billings.
- b. Solid Waste Billing Procedures. The Contractor shall invoice all individual solid waste customer accounts. SFD solid waste collection services shall be billed three months in advance or as otherwise scheduled by the Contractor and approved by the District. MFD Customers may be billed monthly. Commercial and Roll-Off Collection and Disposal services may be billed monthly. Payment of all invoices shall be due in full no later than the last day of the service period (e.g., for invoices mailed in April for April-June services, payment is due in full no later than June 30). Delinquent invoices shall result in a monthly late charge to the Customer of 2.0% of the invoice amount. Contractor may cease providing Collection services to Commercial and Roll-Off Customers which become 90 days delinquent.
- c. Recycling and Organics Per Unit Billing Procedures. Contractor shall bill the District directly on a monthly basis in advance, for the SFD and MFD Recycling and Organics Per Unit Fees. The bill will be based on the agreed upon number of eligible units. As of the execution of this Agreement, the approximate number of eligible units is:

L1	29,265
L2	
L3	13,827

Contractor shall be compensated at the rate per eligible unit per month as outlined in Exhibit 2, Schedule of Rates. The Contractor-prepared invoices shall be dated the first day of each month in advance. Payments from the District to Contractor shall be due in full within thirty (30) days of the invoice date. Contractor shall invoice Commercial Customers for services. Payment shall be due in full within thirty (30) days of the invoice date. Delinquent invoices shall result in a monthly late charge to the Customer of 2.0% of the invoice amount. Contractor may cease providing Collection services to Commercial and Roll-Off Customers which become 90 days delinquent.

The Recycling and Organics Per Unit fee consisting of three parts: Organics fee (owed to the Contractor), Recyclable Materials fee (owed to the Contractor), and District Cart fee (owed to the District).

For the L1 and L3 Areas, the Recycling and Organics Per Unit Fee is paid on the property taxes. The Contractor portion is paid to the Contractor by the District.

For the L2 Area, the Organics Per Unit Fee is on the customer invoice. The District portion is paid to the District at the same time as the franchise fee and is identified on the franchise statement.

For the HUUNC, the Recycling and Organics Per Unit Fee is on the customer invoice. The District portion is paid to the District at the same time as the franchise fee and is identified on the franchise statement.

- d. District's Right to Direct Billing. The District reserves the right to direct Contractor to bill owners and/or Customers for all Recyclable Materials and Organics Collection services. Upon such a determination, Contractor shall be entitled to petition the District for additional compensation per Section 5.2.5.
- e. Review of Billings. Contractor shall review its Billings to Customers under Section (b) above. The purpose of the review is to determine the amount which Contractor is billing each Customer is correct in terms of the level of service (i.e., frequency of Collection, size of container, location of container) being provided to such customer by Contractor. Contractor shall review all Customer accounts not less than every other year, unless District has evidence of the need to do so annually, and submit to District a written report of that review on the anniversary of the effective day of this Agreement. The intent of this Section is for District to receive reports which will cover the entire list of Customers every other year. The District or its agents may review the Contractor's review of Billings upon reasonable request. Contractor shall keep a record of billings for a period of three (3) years.

5.1.2 Special Assessment Process

Contractor shall perform several tasks to initiate collection of delinquent Solid Waste charges for SFD Collection services by special assessment on the Alameda County tax rolls. Provided these tasks are performed by the Contractor, District will submit the delinquent accounts to the Alameda County annually for special assessment. The party named as the owner of the parcel with the service address will be responsible for the past due payment, regardless if the owner occupies the service address location.

Between January and April of each year, Contractor will send out three letters to delinquent Solid Waste SFD customer in the District. Contractor will supply the District with a list of the delinquent accounts (90 days + past due) to be placed on the Alameda County tax roll as a special assessment subject to District approval following a public hearing. Upon receipt by the District of the delinquent amount collected by Alameda County, District retains 10% of proceeds and submits the balance to Contractor.

Item & Action		Timeline
1st Mailing List	First Mailing list from Contractor to District, to include parcel number (APN) and amount due.	Third week of January
1st Letter	First letter from Contractor to service address (and to parcel owner if different from service address) regarding delinquent charges going to the special assessment if not paid by May 31st.	
2nd Mailing List	Second Mailing list from Contractor to District, to include parcel number and amount due.	Third week of March
2nd Letter	Second letter from Contractor to service address (and to parcel owner if different from service address) regarding delinquent charges going to the special assessment if not paid by May 31st.	
3rd Mailing List	Third Mailing list from Contractor to District, to include parcel number and amount due.	Third week of April
3rd Letter / Final	Third and Final letter from Contractor to service address (and to parcel owner if different from service address) regarding delinquent charges going to the special assessment if not paid by May 31st.	
4th List	Contractor to send updated Special Assessment list to District, to include parcel number and amount due.	First week of June
5th and Final List	Contractor to accept late payments based on mutually agreed upon date, until the updated Final list goes to staff.	mid-June or early July, to be mutually agreed upon

5.2. **Rates.**

5.2.1. **General.** Rates charged and collected by Contractor as provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, transfer, Disposal, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Contractor will perform the responsibilities and duties described in this Agreement in consideration of the right to charge and collect from customers for services rendered at Rates fixed by District from time-to-time pursuant to the terms of the Agreement. Contractor shall perform all of its responsibilities and duties under this Agreement, including but not limited to paying the costs associated with obtaining and complying with all permits and approvals, landfill operations, closure and post-closure maintenance and

remediation in consideration of the right to charge and collect the disposal and transfer fees included in the Rates in the amounts and on the terms set forth in this Agreement.

- 5.2.2. Annual CPI Adjustment to Rates. The initial Rates, effective January 1, 2023, are set forth in Exhibit 2. These Rates (other than the per unit District Cart fee) shall remain in effect through September 1, 2023. District has full control over the per unit District Cart fees, which could be adjusted on July 1st of every year. District determines the amount of the per unit District Cart fee and has the option to maintain, increase, decrease, or cancel the per unit District Cart fee effective July 1st of any year for the duration of this Agreement.

On September 1, 2023, and every September 1 thereafter, for the term of this Agreement, all Rates except the per unit District Cart fee shall be adjusted as follows:

$[0.5 \times (\text{Average annual change for all urban consumer items in San Francisco, Oakland and San Jose, as published by the U.S. Department of Labor, Bureau of Statistics — Series CUURA422SA0 for the periods beginning April 1 of the previous year to March 31 of the current year})] + [0.5 \times (\text{Weighted average of Teamster Wage, Benefits and Pension Contract increase for the following year})] = \text{Annual Percent Increase}$

Example:

Assume that, for 2023, the average annual change for all urban consumer items in San Francisco, Oakland and San Jose, as published by the U.S. Department of Labor, Bureau of Statistics, is 2.82%, and the weighted average for the Teamster Wage, Benefits and Pension Contract is 4.18%. Therefore, the September 1, 2023 rate increase for all Rates except the per unit District Cart fee is:

$$[0.5 \times 2.82] + [0.5 \times 4.18] = 1.41 + 2.09 = 3.50\%$$

The weighted average of Teamster Wage, Benefits and Pension Contract increases in this example is derived as follows:

Operating Cost	Item Weight
Wages*	71.22%
Health & Welfare	15.00%
Pension	13.78%
TOTAL	100%

* 'Wages' includes hourly wages and overtime, vacation and sick leave, compensated absences, payroll taxes, workers' compensation, safety boots, gear and uniforms, bonuses and contract labor.

On September 1, 2023 and every September 1 thereafter, for the term of this Agreement, the Contractor portions of the Recycling and Organics per unit fee will be increased by the Annual CPI Adjustment to Rates percentage as described above. District shall remit to

Contractor annually for the following September 1 – August 31 contract year, an amount equal to the adjustment to the Contractor Portion of the Recycling and Organics per unit fee times the number of eligible SFD and MFD units.

Example:

SFD and MFD Recycling and Organics per unit fee is \$6.60 per unit per month on July 1, 2023 - \$4.60 Contractor portion and \$2.00 District Cart fee. Assume the annual CPI adjustment was calculated at 3.0%. Effective September 1, 2023, Contractor portion of the Residential Recycling and Organics per unit fee would increase by 3.0% to \$4.74 per unit per month. District would remit to Contractor the amount of the annual adjustment for September 1, 2023 – August 31, 2024:

$(\$4.74 - \$4.60) * 12 \text{ months} * 48,589 \text{ units} = \$81,630.$

District would remit \$81,630 to Contractor for the inflationary adjustment to the Contractor portion of the Recycling and Organics per unit fees for contract year September 1, 2023 – August 31, 2024.

No increase shall exceed 10% per annum or be lower than 2% per annum. Pass-through fees and taxes are not subject to this cap.

In addition to the rate adjustments calculated in accordance with Section 5.2.2 above, the Contractor may receive an adjustment to the Rates then in effect for changes approved by the District in accordance with Section 4.9.6, 5.2.4, 5.2.5, and 5.2.6. The percentage Rate adjustment shall be calculated by dividing the approved change in costs, including the District's Franchise Fee, by the revenue for the most recent twelve (12) month period. The District may implement the Rate change at any time between regularly scheduled CPI adjustments. In the event the District delays implementation of the Rate change, the Rate change shall be calculated to allow the Contractor to recover the revenue that would have been generated by the change between the effective date and the date the Rate change was implemented. The Contractor acknowledges and agrees that, although the Rate change will be calculated to generate a certain dollar amount of revenue, the actual amount of revenue generated may be more or less than the calculated amount, and the District has no obligation to change future Rates to make up for revenues being greater than or less than anticipated.

- 5.2.3. Pass Through of State and Local Fees and Taxes. The state and local fees, as defined herein, consists of state and local fees and taxes which total \$23.92 per ton as of the date this Agreement was executed. A description of the fee components is included as Exhibit 5. State and local fees are fees imposed on disposal, processing and transfer of work at facilities by any state, county and/or local governmental and/or regulatory agency including, but not necessarily limited to Alameda County and any of its sub agencies, including Stopwaste.org, Alameda County Waste Management Authority and Alameda

County Planning Department. Fees and taxes herein are limited to those taxes and fees applied specifically to disposal, transfer and Processing of material collected, transferred, processed and/or disposed of under this Agreement. State and local fees and taxes include, but are not limited to, Business License Tax and Alameda County Planning Fee. Said fees and taxes shall be considered a pass through and recoverable (i.e., the rates retroactive to the date of the increase in, or imposition of a new tax and/or fees by the state or local entity). Taxes such as property taxes and income taxes shall not be included within the Contractor's calculation of the rates.

5.2.3.1. Future Treatment of Conditional Use Permit Fees. The per ton charges imposed directly on waste generators by Alameda County under Conditional Use Permit No. C-5512 (the "C.U.P. Fee") shall be adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent 12-month period (June-June) for all urban consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics. If the C.U.P. Fee is (i) determined to be illegal or unenforceable in a final, non-appealable judgment by a court of competent jurisdiction in an action brought by a party other than the District or its affiliates or assignees, or (ii) is rescinded by Alameda County as a direct result of a legal challenge by a party other than the District or its affiliates or assignees, Contractor shall credit any C.U.P. Fees paid by the District that were deemed to be illegal or unenforceable under said judgment or rescinded by Alameda County as a result of said legal challenge against future payments of other fees by the District, provided said funds are ordered refunded by the respective agency or by the court. This section shall apply only to the fee and charge referenced in this section, including the increase set forth herein, and shall not apply to any future fee or charge imposed directly or indirectly by virtue of C.U.P. No. C-5512, or to any requirements or conditions of any other existing or future permit, license or other entitlement imposed by Alameda County, or by any other government agency upon Contractor's operations.

5.2.4. Effect on Costs of Future Changes in Law or Permit Requirements.

- a. General. The Rates already include the costs resulting from the Contractor's current construction and operations which meet or exceed compliance with all existing laws and governmental regulations applicable to the Disposal Facility, Transfer Station or Processing facilities as of the Effective Date of this Agreement. The purposes of this Section are: (1) to specify those laws and governmental regulations' compliance with which is included in the Rates, as well as other costs which may not result in an increase in the Rates; (2) to identify those new laws and governmental regulations which may be enacted in the future and those judicial and administrative declarations and interpretations of existing laws and regulations which may be rendered in the future (jointly, "changes in law") a proportionate share of the costs of which may be the basis for an increase in the Rates if the Contractor's current operations are not in

compliance with them; and (3) to specify the method by which such proportionate share will be determined.

b. Costs Which Shall Not Result in an Increase in the Rates. The Rates will not be increased as a result of any of the following:

1. Costs to comply with all Applicable Laws existing as of January 1, 2023, including but not limited to the following: the "Calderon Legislation" (former California Government Code, Sections 66796.53 and 66796.54, now California Public Resources Code Section 45300-04, 45700, California Health & Safety Code Section 4051 1, 41805.5, and 4231 1 .5, and California Water Code Section 13273); "Proposition 65" (California Health & Safety Code, Section 25249.5 and Health & Safety Code Section 25192); the Federal Clean Air Act (42 USC Sections 7401-7642) and the California Clean Air Act (Health & Safety Code Sections 39000-44384); the Federal Clean Water Act (33 USC Sections 1251 et. seq.); the Porter-Cologne Water Quality Act (California Water Code, Division 7, Section 13000 et. seq.; the California Integrated Waste Management Act of 1989 (California Public Resources Code, Divisions 30 and 31, Section 4000 et. seq.); the Federal Resource Conservation and Recovery Act (42 USC Section 6902 et. seq.; the California Hazardous Waste Control Act (California Health & Safety Code, Division 20, Chapter 6.5, Sections 25100 et seq.; the Federal Emergency Planning and Community Right to Know Act of 1986 (42 USC Sections 1 1001-1 1050); the California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, Sections 25500 the California Underground Storage Tank Act (California Health & Safety Code, Division 20, Chapter 6.7, Sections 25280 et seq.); the California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Sections 6300 the Federal Occupational Safety and Health Act (29 USC Sections 651 et. seg.), and the regulations adopted thereunder, including but not limited to the Solid Waste Disposal Facility Criteria promulgated by the US EPA on October 9, 1991 (40 CFR Parts 257 and 258); Bay Area Air Quality Management District Regulation 8, Rule 34; Title 14 California Code of Regulations; Title 22 California Code of Regulations, "Subchapter 15", Title 23 California Code of Regulations, Sections 2510-2601 ; and the District's Solid Waste Ordinance in effect at the time of signing of this Agreement; as the above statutes and regulations exist on the effective date of this Agreement; and including existing provisions, if any, in the above statutes and regulations which become effective on or which require compliance by a date after the effective date of this Agreement;
2. Costs of work or monitoring due to any negligence by Contractor or Contractor's agents, subcontractors or representatives, or any intentional misconduct of Contractor agents, subcontractors or representatives, or fines or penalties assessed against Contractor for violations of Applicable Law;

3. Costs for Contractor's performance of work for which it is responsible under other provisions of this Agreement, other transfer or disposal contracts and its existing permits, except where such costs are those described in subsections (c) or (d) below;
 4. Costs of remedial or additional work attributable solely to Solid Waste already in place at the Disposal Facility prior to the effective date of this Agreement; and,
 5. Costs attributable to changing the classification of the Disposal Facility from Class II to allow it to accept Wastes other than Class II Refuse.
- c. Costs that are Associated with Changes in Law or Permit Requirements and Which May Result in an Increase in the Rates. The Rates shall be increased to reflect District's proportionate share if Contractor's operations are not in compliance and there is an additional cost related to such compliance, as determined in the following sections, which shall collectively be referred to hereinafter as "changes in law or permit requirements" which occur after January 1, 2023:
1. costs of constructing physical improvements or modifications at a Disposal Facility, Transfer Station, Material Recovery Facility, Organics Processing Facility, or Collection-related facility provided that such facilities are utilized under this Agreement;
 2. costs caused by and necessary for operations at a Disposal Facility, Transfer Station, Material Recovery Facility, Organics Processing Facility, or Collection-related facility provided that such facilities are utilized under this Agreement; and
 3. costs of closure/post-closure, including but not limited to post-closure maintenance and monitoring; provided such costs, and to the extent such additional costs set forth in these items (1), (2), and/or (3) are necessary to comply with: (i) any new laws or regulations enacted or promulgated after the effective date of this Agreement, including but not limited to, any new regulations promulgated pursuant to existing laws; (ii) any amendments to or revisions of existing laws or regulations described or included in Section (B)(1) above, which amendments or revisions become effective after the date this Agreement is executed; (iii) any judicial or administrative agency declarations or interpretations of laws or regulations which declarations or interpretations effect change in existing law and are issued after the date this Agreement is executed, and which increase any of the costs in (1) through (3) above; and (iv) any new permit requirements or conditions, or changes in existing permit requirements or conditions, for the Disposal Facility or other utilized facility

which are imposed by any government agency after the effective date of this Agreement, but excluding costs resulting from changes in permit requirements or conditions which are requested by Contractor or to which Contractor consents and which are unrelated to providing for Disposal of Waste pursuant to this Agreement. Costs attributable to compliance with California Integrated Waste Management Board amendments to Title 14 CCR issued after the effective date of this Agreement made in response to the US EPA regulations (40 CFR Parts 257 and 258}, promulgated in 1991, that exceed the costs of compliance with 40 CFR Parts 257/258 also constitute costs which fall within this Section. The increases in Rates allowable in this Section also include increased overhead and general/administrative expenses reasonably and necessarily incurred in complying with the changes in law or permit requirements described above.

Contractor shall provide reasonable advance notice to District in writing of all changes in law or permit requirements which Contractor believes may result in a change in the Rates included under this Agreement.

- d. Proportionate Share of the Disposal and Transfer Facility Costs. To the extent that the additional costs of complying with changes in law or permit requirements described above are attributable to Solid Waste already in place at the Disposal Facility at the time such changes in law or permit requirements occur, then a proportionate share of such costs shall be determined by multiplying such costs by a fraction, the numerator of which is the quantity in tons of Solid Waste then deposited at the Disposal Facility which was delivered on behalf of District under this Agreement and the denominator of which is the total quantity in tons of Solid Waste then deposited at the Disposal Facility from all sources for the previous twelve (12) month period.

To the extent that the additional costs of complying with such changes in law or permit requirements are attributable to Refuse not yet in place at the Disposal Facility at the time such changes occur, then a proportionate share of such costs shall be determined by multiplying such costs by a fraction, the numerator of which is the estimated number of tons of District Refuse to be disposed of during the remaining portion of the initial term of this Agreement (and the extension period(s) if the option(s) to extend have been exercised) and the denominator of which is the total remaining permitted capacity of the Disposal Facility at the time of such changes in law or permit requirements. During the first year of the Agreement, the estimated number of tons of District franchise Refuse to be disposed of shall be calculated based on the average tonnage disposed of during each of the prior months of the Agreement, multiplied by the number of months remaining in the Agreement.

To the extent that the additional costs of complying with such changes in law or permit requirements are attributable to Refuse not yet processed at the Transfer Station at the time such changes occur, then a proportionate share of such annual

costs shall be determined by multiplying such annual costs by a fraction, the numerator of which is the estimated annual number of tons of District Refuse to be processed at the Transfer Station and the denominator of which is the total annual inbound Refuse tonnage to the Transfer Station at the time of such changes in law or permit requirements. During the first year of the Agreement, the estimated annual number of tons of District franchise Refuse to be processed shall be calculated based on the average tonnage disposed of during each of the prior months of the Agreement, multiplied by twelve (12) months.

The costs of compliance with such changes in law or permit requirements shall be calculated on a "per ton" basis and amortized over the remaining life, which shall be based on the remaining permitted and reasonably available tonnage capacity of the Disposal Facility. In all cases in which the costs of compliance with changes in law or permit requirements are to be included in the calculation of Contractor Rates charged under this Agreement, Contractor shall provide to District, reasonable evidence (1) the work required by the change in law or permit requirements has been or will be required to be performed; (2) the claimed costs were actually incurred or, for prospective costs, supported by engineering estimates acceptable to the District; and (3) the costs incurred or projected to be incurred are necessary to comply with the changes in law or permit requirements. Costs incurred include internal charges for labor, materials and other expenses, as well as charges by outside vendors.

5.2.5 Extraordinary Adjustments. In addition to the Rate adjustments provided by subsections 5.2.2 (Annual CPI Adjustment), 5.2.3 (Fees and Taxes Pass Through), and 5.2.4 (Changes in Law or Permit Requirements), the Rates may, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of its obligations under the Agreement due to any one or more of the following causes:

- a. Uncontrollable Circumstance (see Section 5.8.4); or
- b. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor and which cannot be prevented or mitigated with Contractor's due diligence.

If Contractor requests a Rate adjustment pursuant to this Section 5.2.5, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. District may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the District shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. District shall approve all properly calculated Rate adjustments within ninety (90) days of

Contractor's request, and the adjusted rates may take effect as of the date the District formally approves the adjusted rates.

- 5.2.6 Modifications to Levels of Service. District may direct Contractor to perform additional services (including new diversion programs, billing services, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new Collection methods, different kinds of services and/or new requirements for waste generators are included among the kinds of changes which District may direct. Contractor may be entitled to an adjustment in its Rates in accordance with Section 5.2.5 for providing such additional or modified services.

New Diversion Programs. Contractor shall present, within 30 days of a request to do so by District, a proposal to provide additional or expanded diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed.
- Equipment to be utilized.
- Labor requirements.
- Type of containers to be utilized.
- Provision for program publicity/education/marketing.
- Five-year projection of the financial results of the program's operations in a format including documentation of the key assumptions underlying the projections and the support for those assumptions.

District's Right to Acquire Services. District may permit other persons besides Contractor to provide services not within the scope of this Agreement, provided such services do not have a negative financial impact on Contractor under this Agreement. However, it shall first allow Contractor to provide a proposal for such services. If pursuant to this Agreement, Contractor and District cannot agree on terms and conditions of such services in ninety (90) days from the date when District first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees District may permit persons other than Contractor to provide such services.

- 5.2.7 Payments to District. In consideration of the exclusive Franchise provided in this Agreement, Contractor shall pay a Franchise Fee to District in the amount of 10% of the Gross Revenues, less bad debts, derived by Contractor from services provided in District, except for Residential and Commercial Organics and Recyclable Materials services. In addition to these payments to the District, Contractor shall pay a Franchise Fee to the City of San Leandro, for the privilege of providing service to the L3 area of the District, located within City limits. The San Leandro Franchise Fee shall include 12% of the Gross Revenues, less bad debts, derived by Contractor from services provided to the L3 (San Leandro) area, except for Residential and Commercial Organics and Recyclable Materials services. District and Contractor acknowledge and agree that the amount of the Franchise Fee is

the result of bona fide, arms-length negotiations between District and Contractor. Contractor further acknowledges and agrees that the amount of the Franchise Fee represents Contractor's independent determination of the market value of the exclusive rights granted by District under this Agreement based upon its knowledge of the amount of fees paid by comparable businesses in the relevant geographic area for comparable exclusive rights. Contractor is not required by this Agreement or any District ordinance, resolution, or regulation to charge the Franchise Fee to Customers.

5.2.8 Time and Method of Franchise Fee and License Payments. On or before the 20th day of each month during the term of this Agreement, Contractor shall remit to District a Franchise Fee of 10%, as specified in Section 5.2.7, for services rendered during the preceding calendar month. Also, on or before the 20th day of each month during the term of this Agreement, Contractor shall remit to the City of San Leandro a Franchise Fee of 12%, as specified in Section 5.2.7, for services rendered to the L3 area during the preceding month. If the Franchise Fee to District is not paid on or before the twentieth (20th) day of any month, Contractor shall pay to District a late payment fee in an amount equal to two percent (2%) of the amount owing for that month. Contractor shall pay an additional two percent (2%) owing on any unpaid balance for each following thirty (30) day period the Franchise Fee remains unpaid. Each monthly remittance to District shall be accompanied by a statement detailing the calculations as specified in 5.2.7 for the period covered from all operations conducted or permitted, pursuant to this Agreement. In addition, Contractor shall maintain copies of all billing and Collection records for three (3) years following the date of billing, for inspection and verification by District at any reasonable time upon request.

5.2.9 Adjustment to Franchise Fee. District may adjust the amount of the Franchise Fee annually. Such adjustment shall be reflected in the Rates that Contractor is allowed to charge and collect from Customers in accordance with this Agreement, such that Contractor may receive the calculated Contractor compensation pursuant to this Agreement including the amount of Franchise Fees payable to District.

5.3 Public Outreach/Education.

5.3.1 General. Contractor shall be responsible to Customers by providing the public outreach, public information and education, and complaint handling services as discussed in this section.

5.3.2 Contractor's Customer Service Center. Customer Service hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of holidays. A responsible and qualified representative of Contractor shall be available during office hours for communication with the public. Normal office hour telephone numbers shall either be a local or toll free call. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall also maintain an answering system during other than normal business hours.

- 5.3.3 Contractor's Personnel. The Contractor shall assign qualified staff and provide their contact information. (a) The Contractor shall assign a qualified supervisory level person or persons to be in charge of operations within the District, and they shall be accessible at reasonable times of call. The Contractor shall provide the names, telephone numbers, and email addresses of these supervisory-level persons to the District. The Contractor's supervisory level person or persons must be present on the routes to direct operations in a satisfactory manner. (b) Contractor shall designate a full-time employee as a Recycling Coordinator to perform outreach activities to the District's MFD and commercial/industrial customers. The Recycling Coordinator's outreach duties may include, but are not limited to, site visits, emails, and phone call communications to provide recycling education, to improve diversion, track compliance with Applicable Law, and provide technical assistance and support with service changes. The Recycling Coordinator shall allocate 40 hours per week to the District, of which 20 hours per week of outreach activities to the District's Commercial/Industrial Customers in the L3 Area. The Recycling Coordinator may also perform other recycling related activities as requested by the District.
- 5.3.4 Public Information/Education Campaign. By February 1st of each year, Contractor shall submit an annual public education plan for the following contract year. The District shall review and respond in writing within 45 calendar days. Implementation of the annual plan will begin on the anniversary of the new services commencement per Section 3.1.1. At a minimum, the Contractor shall submit for approval and implement a public education plan with the following components:
- a. Curbside SFD and MFD Services. At least twice annually, the Contractor shall include a flyer as part of the Solid Waste billing, describing the services provided under this Agreement to all eligible residents and/or accounts. At a minimum, this flyer shall describe the current program's components and notify all customers about complaint procedures, Rates, regulations, acceptable and non-acceptable materials, proper preparation and set out of materials, household hazardous waste Disposal alternatives, special programs, battery collection program, , and days of Collection.
 - b. Bulky Waste Collection Service. Contractor shall provide qualified Customers, as defined in Section 4.2.8, with information regarding two on-call Bulky Waste Collection opportunities, which includes the program's components, acceptable and non-acceptable materials, proper preparation and set out of materials, Household Hazardous Waste Disposal alternatives, as well as instructions to arrange Collection.
 - c. District Schools Outreach Project. Contractor shall provide assistance to District, as requested, for the coordination and execution of the Schools Outreach Project. Said assistance includes but is not limited to the following: actively participate in planning meetings; participate in the judging of entries; provide educational/outreach

materials to be distributed at the Schools Outreach Project Awards Ceremony; attend the Awards Ceremony and District Open House and assist as requested.

- d. Public Education Budget. As of January 1, 2023, the annual public education/ outreach budget shall be \$110,456.25. In subsequent years this amount shall be increased by the percentage change in rates described in Section 5.2.2. If there are amounts unspent from the previous year, they shall be carried over into the new calendar year, and shall not be subject to an annual adjustment. As of January 1, 2023, the carryover amount is [\$TBD], thus providing for a total 2023 Public Education budget of [\$TBD]. Any unexpended amounts from a given year shall accumulate for District's future public education use or any other use authorized by the Board or General Manager.

5.3.5 Public Education Materials.

- a. Contractor shall not perform public outreach activities or produce public education materials without the prior written approval from the District. District may at its option cause to be produced or produce any or all written public information materials. In the event District elects to produce such materials, any and all expenses shall be paid by Contractor from its designated District public education/outreach budget per Section 5.3.4. District will seek input from Contractor prior to finalizing production and method of distribution of said materials produced. All materials produced by Contractor, including art work, shall be submitted in writing for District review and approval. District shall have seven (7) business days to review and approve or amend said materials. If Contractor is not advised of changes within the said seven (7) day period, the materials shall be deemed approved by the District. Written authorization by the District is required prior to final production of any public education materials. Such authorization shall not be unreasonably withheld.
- b. When commercially viable, all public education materials must be printed on 100% recycled paper, with at least 50% post-consumer recycled content with soy-based (or other non-toxic) ink unless otherwise approved by the District. All public education materials must include the Contractor's customer service number.
- c. District shall be able to insert information in the residential and commercial bills provided there are no more than two inserts for each billing cycle. The format of such inserts will be mutually agreed upon by Contractor and the District and shall relate to District-sponsored events, recycling activities, and integrated waste management activities.

- 5.3.6 Waste Generation/Characterization Studies/Route Reviews. Contractor acknowledges District must periodically conduct waste generation and characterization studies, route reviews, and similar activities to comply with AB 939, Measure D, and SB 1383. Contractor agrees to assist District and its agents with their efforts in conducting such activities, provided that such assistance does not cause Contractor to incur additional costs and that

Contractor has available resources. For purposes of clarity, this section does not require Contractor to undertake the characterization studies or SB 1383 route reviews.

5.4 **Contract Performance and Monitoring.**

- 5.4.1 **General.** The performance standards outlined herein apply to Trash, Recyclable Materials, and Organics Collection services, and are intended to serve as a standard for Contractor in providing reliable, courteous and high-quality service. These standards are in addition to service requirements detailed in the Agreement between the District and Contractor. The enumeration of, and specifications of requirements for, particular aspects of service quality shall not relieve Contractor of the duty to provide expert and professional service. All services are to be completed in a timely and professional manner.
- 5.4.2 **Adherence to Service Standards.** Contractor will abide by the service standards contained in this Agreement.
- 5.4.3 **Care of Private Property.** Reasonable care shall be used by Contractor's employees in handling all Collection containers and enclosures, and all damage caused thereto by the negligence or carelessness of Contractor's employees shall be promptly adjusted with the owner thereof. All containers, after emptying thereof by Contractor's employees, shall be returned to the location from which the same were picked up by the Contractor's employees, upright, and with lids properly secured. The Contractor's employees shall use all reasonable means to ensure all containers are returned in a manner that does not block any driveway, sidewalk or street. Contractor shall ensure its employees close all gates opened by the Contractor and avoid crossing landscaped areas and climbing or jumping over hedges and fences. The District shall refer complaints about damage to private property caused by its employees to the Contractor. Contractor shall be responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: trees, private property, District's driving surfaces (other than normal wear and tear), whether or not paved; associated curbs, gutters and traffic control devices; and other public improvements.
- 5.4.4 **Noise.** All operations provided under this Agreement shall be conducted as quietly as possible and shall conform to applicable federal, state, county and District noise level regulations, including the requirement the noise level during the stationary compaction process not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet and at a height of five (5) feet from the Refuse, Organic Waste and Recyclable Materials Collection vehicle. The District may conduct random checks of noise emission levels to ensure such compliance.
- 5.4.5 **Record of Non-Collection.** Contractor may refuse the Collection of any Trash, Recyclable Materials or Organics set-out for Collection if it contains Hazardous Wastes or other materials, including contaminants prohibited from Collection or Disposal. If a Residential, Multiple Dwelling Unit, or Commercial/Industrial container is refused Collection,

Contractor shall call or email the Customer or leave a tag on the container indicating the Contractor's telephone number and reason(s) for Collection refusal.

5.4.6 Change in Contractor's Collection Schedule. Contractor shall request written approval from the District thirty (30) days prior to any and all proposed changes in residential Collection operations which results in the change of Collection day or schedule for customers; such approval will not be withheld unreasonably. Contractor shall provide written notification, in a form approved by the District, of the change to the affected customers at least seven (7) days prior to implementation of the change in Collection day or schedule. Contractor shall provide Recyclable Materials and Organic Waste Collection on the same day as trash Collection.

5.4.7 Litter abatement.

- a. Minimization of Spills. Contractor shall use due care to prevent spills during the Collection or transportation process. Contractor shall promptly clean-up all materials spilled during Collection.
- b. Clean-Up. During the Collection or transportation process, the Contractor shall clean up litter in the immediate vicinity of any container services (including the areas where Collection bins are delivered for Collection), whether or not Contractor has caused the litter. Contractor shall discuss insurance of repeated spillage not caused by it directly with the customer.
- c. Covering of Loads. Contractor shall cover all open Roll-Off boxes during transport.
- d. Oil or Other Trash, Organics and Recyclable Materials, Vehicle Fluid. Contractor is responsible for cleaning-up all oil or Trash, Organics and Recyclable Materials vehicle fluid spills immediately. All Solid Waste Collection vehicles must carry an acceptable absorbent material to use in the event of spills. Repair for damages caused by oil or other Trash, Organics and Recyclable Materials vehicle fluid spills shall be at Contractor's expense. Contractor shall provide a suitable safety training program for all of its employees based upon best management practices for storm water pollution prevention and shall be responsible for informing its employees of the proper procedures to follow in the event of an oil or Trash, Organics and Recyclable Materials vehicle fluid spill.

5.4.8 Contractor Furnished Equipment.

- a. General. Contractor shall dispatch a fleet of Solid Waste Collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall have available on Collection days sufficient back-up Solid Waste Collection vehicles for each type of Collection vehicle (e.g., Cart service, Bin service and Roll-Off service) used to respond to complaints and emergencies.

- b. Solid Waste Collection Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all Trash, Organics, and Recyclable Materials vehicles, in letters and numbers no less than two and one-half (2-1/2) inches high. Identification numbers shall be located on the front and back of the vehicle.
- c. Cleaning and Maintenance. Solid Waste Collection vehicles used to provide services under this Agreement shall be thoroughly washed and thoroughly steam cleaned on a regular basis, and painted as necessary, to present a clean appearance. All graffiti shall be removed immediately. District may inspect collection service vehicles at any time to determine compliance with sanitation requirements. Contractor shall make collection service vehicles available to the District and Alameda County Health Department for inspection, at any frequency it requests. Contractor shall:
 - 1. Inspect each collection service vehicle daily to ensure all equipment is operating properly. Collection service vehicles which are not operating properly shall be taken out of service until they are repaired and operate properly; and
 - 2. Perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all collection service vehicle maintenance, recorded according to date and mileage, and shall make such records available to the District upon request; and
 - 3. Comply with laws. Collection service vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load collection service vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on Trash, Organics, and Recyclable Materials vehicles.

5.4.9 Collection Service Containers.

- a. General. Contractor shall provide Roll-Offs, Bins, and Carts for storage of Discarded Materials, which shall be designed and constructed to be water tight to prevent the leakage of liquids. All containers with the capacity of one cubic yard or more shall meet applicable Federal regulations and Refuse bin safety. All containers shall comply with SB 1383 colors and labeling requirements for Trash, Recyclable Materials, and Organics service containers. The identification on all replacement Carts shall contain the District logo on both sides and District-approved in-mold labeling on the lids of all Carts.

- b. Cleaning, Painting and Maintenance. Contractor shall steam clean and repaint Bins and Roll-Offs provided by the Contractor on a regular basis to present a clean appearance. All containers shall be maintained in functional condition. Graffiti shall be removed on an on-going basis. If there are repeated incidents of graffiti being placed on a container at the service location, the District and Contractor will discuss with the customer ways of reducing such incidents.
- c. Repair and Replacement. Contractor shall repair or replace all containers damaged by Collection operations, without limit. Contractor shall also be responsible for the replacement of any damaged, destroyed, or stolen Residential and Commercial Trash, Recyclable Materials, and Organics Collection Service Carts. Replacement Trash and Organics Collection Service Carts shall be delivered within six (6) business days of notification by customer to the Contractor. Replacement Recycling Carts shall be delivered within eleven (11) business days of notification by customer to the Contractor.
- d. Collection Containers/Change in Service Level. For customers who request a change in service level, Contractor shall provide the requested larger or smaller Cart, Bin or Roll-Off box to said customer within six (6) business days from the date of the request for Trash and Organics containers, and within eleven (11) business days from the date of the request for Recycling containers. The customer's bill shall be adjusted accordingly to reflect customer's new level of service.
- e. Ownership of Containers. Contractor retains ownership of all Roll-Offs and Bins provided to Customers under this contract. The District retains ownership of all Carts during and upon termination of this Agreement.
- f. Cart Colors. Notwithstanding the foregoing in this Section 5.4.9, the Carts utilized by Contractor shall be the Carts owned by District. Carts must be repaired or replaced by Contractor in accordance with Section 5.4.9(c). All Carts shall comply with the container color requirements of 14 CCR Section 18984.7.
- g. Bin and Roll-off Box Container Color and Labeling. Notwithstanding anything to the contrary in this Agreement, Contractor shall repair or replace Bins and Roll-off Boxes at the end of their useful life or, to the extent any such Bin or Roll-off Box does not comply with the color requirements of 14 CCR Section 18984.7 or labeling requirements of 14 CCR Section 48984.8, as applicable, prior to January 1, 2038, whichever occurs first. Contractor shall replace any such Bin or Roll-off Boxes, with Bins or Roll-off Boxes that comply with 14 CCR Section 48984.7 and 14 CCR Section 18984.8.

5.4.10 Personnel.

- a. General. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.
- b. Driver Qualifications. All drivers shall be trained and qualified in the operation of solid waste collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.
- c. Safety Training. Contractor shall provide suitable operational and safety training for all its employees who utilize or operate solid waste collection service vehicles or equipment in providing services under this Agreement. Contractor shall train its employees involved in Collection to identify, and not to Collect, Hazardous Waste or Unacceptable Waste.
- d. No Gratuities. Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for any of the services provided under this Agreement.
- e. Employee Conduct and Courtesy. Contractor shall use its best efforts to assure all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures.
- f. Provision of Field Supervision. Contractor shall designate an adequate number of field supervisors to check on Collection operations, including responding to complaints.
- g. Identification. All representatives of Contractor shall display and/or provide proper identification or documentation exhibiting their association with contractor while operating in the field.
- h. Uniforms. Uniforms shall be worn by all of Contractor's field employees.

5.4.11 Non-Discrimination. Contractor shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement.

5.4.12 Service Complaints.

- a. General. Contractor shall maintain a log of all oral and written service complaints registered with Contractor from Customers within the District. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable

solution of, all Customer complaints. Contractor shall record in a separate log all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution.

- b. Response to Complaints. Contractor shall respond to all complaints from Customers within twenty-four (24) hours, weekends and holidays excluded. In particular, if a complaint involves a failure to Collect Trash, Recyclable Materials, or Organics from the Customer, as required by this Agreement, Contractor shall make every reasonable effort to Collect materials on the same day, but in no event more than a twenty-four (24) hour period, provided it has been delivered for Collection in accordance with this Agreement, unless Contractor and Customer agree upon a different time frame.
- c. Complaint Documentation. All service complaints shall be directed to Contractor. Daily logs of complaints concerning Collection of Trash, Recyclable Materials, and Organics shall be retained by the Contractor for a minimum of twenty-four (24) months and shall be available to District at all times during normal business hours upon request.
- d. Equipment. The Contractor, at its expense, shall maintain an adequate number of vehicles, owned by Contractor, in good operating order through the Term of this Agreement.

5.5 Records, Reports and Information Requirements.

- 5.5.1 General. Contractor shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial information and other reports required by this Agreement. The records and reports envisioned under this Agreement are intended for verification of revenues, AB939 and Measure D diversion requirements, SB 1383 compliance, and unusual adjustments. Also, Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulation and to meet the reporting and solid waste program management needs of District. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of District, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement may be adjusted in number, format, or frequency.
- 5.5.2 Records. Contractor shall maintain records required to conduct its operations, to support requests it may make to District, and to respond to requests from District in the conduct of District business. Adequate record security shall be maintained to preserve records

from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up.

5.5.3 Financial Records. Financial records shall be maintained for District and shall be segregated from other areas served by Contractor.

5.5.4 Solid Waste Records. Records shall be maintained by Contractor for three (3) years relating to:

- a. Customer services and billing including, by District Area (i.e., L1, L2, L3) the number of Solid Waste accounts and level of subscription service;
- b. Weight of solid waste collected and disposed separated by residential, commercial, roll-off and separated by District Areas L1, L2 and L3. In the event Contractor discontinues providing Solid waste collection services to District, Contractor shall provide all records of Disposal or processing of all Solid waste collected in District within thirty (30) days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted;
- c. Number of routes;
- d. Facilities, equipment, operations and maintenance, and personnel used;
- e. Processing, transfer and Disposal of solid waste;
- f. Complaints; and,
- g. Missed pick-ups.

5.5.5 Recycling and Organics Service Records. Records shall be maintained for District that relate to:

- a. Records described in 5.5.4 above;
- b. Recyclable Materials and Organics Collection participation;
- c. Estimated weight of each commodity;
- d. Commodity market rates, by ton, upon District's request.

5.6 Reporting.

5.6.1 Solid Waste Tonnages, Programs, and Customer Service Reports.

- a. Solid Waste Collection Services. Contractor shall submit quarterly (calendar year quarters), and annual reports to the District regarding Residential Commercial Solid

Waste Tonnages Collected, Processed, Diverted, and Disposed by Customer and Service Type provided under this Agreement. Contractor shall provide information (by District Areas L1, L2 and L3) regarding participation rates and set outs by percent and diversion tonnages by material for SFD, MFD, and Commercial Customers.

- b. Format. Contractor shall format all reports under this Section so that they may be used by the District for District's compliance with the reporting requirements of State and Local solid waste reporting requirements or any other subsequently enacted federal, state or local law governing integrated waste management. Contractor shall format such reports in accordance with the then current requirements of the California Integrated Waste Management Board or other agency(ies) subsequently authorized to administer federal, state or local law governing integrated waste management. The quarterly reports shall include all the items listed in Exhibit 7.
 - c. Submittal. Quarterly reports shall be submitted thirty (30) days following the end of the last month of said quarter. Annual reports shall be submitted within forty-five (45) days after year end.
- 5.6.2 Administrative/Financial Reports. Contractor shall submit to the District a monthly statement of revenues billed with the associated Franchise Fee payment remitted no later than the 20th day of the following month.
- 5.6.3 Customer Service Reports. Contractor shall maintain customer service data as follows: Residential call queue (to include monthly number of incoming calls answered and average speed of answer), residential call queue detail (to include monthly number of incoming calls answered and percent of calls answered in time segments by week), customer service complaints, response log (to include repair, swap, and delivery data for containers separated by cart and bin size and commodity type and number of days), Collection Reliability (to include missed pick-ups not collected within 24 hours by quarter and with comparative data to previous years).
- a. Reports. Contractor shall include in its quarterly report submitted to the District information summarizing customer service reports as detailed in 5.6.3.
 - b. Submittal. Quarterly reports shall be submitted within thirty (30) days of the end of the last calendar month in the quarter.
- 5.6.4 Right to Inspect Records. District shall have the right to inspect or review the payroll tax reports, specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its Affiliates (if required for an unusual adjustment) District shall deem, in its sole discretion, necessary to evaluate annual reports, unusual adjustments or costs provided for in this Agreement and Contractor's performance provided for in Section 5.2.5 of this Agreement.

5.7 **Liquidated Damages.** In addition to any other available remedies the District may have, the District may impose the following liquidated damages upon the Contractor for failure to comply with quality of service requirements. These liquidated damages shall not apply until forty-five (45) days after completion of implementation of the new services under this Agreement.

5.7.1 **Collection Reliability.**

- a. For each failure to provide Trash and/or Organics collection service to a new Customer account within six (6) business days from the date of the service request, which exceeds 25 failures annually: \$150.00
- b. For each failure to provide Recycling collection service to a new Customer account within eleven (11) business days from the date of the service request, which exceeds 25 failures annually: \$150.00
- c. For each failure to Collect Trash that has been properly set out for Collection, from an established Customer account on the scheduled Collection day and not collected within a twenty-four (24) hour period which, exceeds 50 such failures annually: \$150.00
- d. For each failure to Collect Organics that has been properly set out for Collection, from an established Customer account on the scheduled Collection day and not collected within a twenty-four (24) hour period, which exceeds 50 failures annually: \$150
- e. For each failure to Collect Recyclable Materials which have each been properly set out for Collection, from an established Customer account on the scheduled Collection day and not collected within a twenty-four (24) hour period, which exceeds 50 such failures annually: \$150.00
- f. For each failure to Collect either Trash or Organics which has each been properly set out for Collection, from the same customer on two (2) consecutive scheduled pickup days: \$150.00
- g. For each failure to Collect Recyclable Materials which have each been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days: \$150.00

5.7.2 **Collection Quality.**

- a. For failure to properly return empty Trash or Organics Cart or Bin to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secured, which exceeds 50 such occurrences annually: \$150.00
- b. For failure to properly return empty Recyclable Materials Cart or Bin to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secured, which exceeds 50 such occurrences annually: \$150.00
- c. For each occurrence of obvious uncourteous behavior to a Customer, as determined by District: \$150.00
- d. For each failure to clean up either Trash or Organics spilled from curbside containers, which exceeds 50 such occurrences annually: \$150.00
- e. For each failure to clean up Recyclable Materials spilled from curbside containers, which exceeds 50 such occurrences annually: \$150.00
- f. For each occurrence of collecting either Trash or Organics during unauthorized hours, which exceeds 25 occurrences annually: \$150.00
- g. For each occurrence of collecting Recyclable Materials during unauthorized hours which exceeds 25 occurrences annually: \$150.00

5.7.3 Customer Responsiveness.

- a. For each failure to initially respond to a Customer complaint within one (1) business day which exceeds 50 occurrences annually: \$150.00
- b. For each failure to carry out responsibilities for establishing service: \$150.00
- c. For each failure of driver/driver's helper to be in uniform: \$50.00
- d. For each failure to have a customer service representative answer a phone call within five (5) minutes: \$150.00
- e. For each failure to deliver new or replacement Trash or Organics Carts within six (6) business days from the date of the request which exceeds 25 failures annually: \$150.00
- f. For each failure to deliver new or replacement Recycling Carts within eleven (11) business days from the date of the request which exceeds 25 failures annually: \$150.00

5.7.4 Reporting.

- a. Failure to provide accurate reports required under the Agreement. A report shall be considered late until such time as a complete and accurate report is received by the District. For each calendar day a report is late: \$250.00
- b. For submittal of substantially inaccurate data: \$500.00

5.7.5 Procedure for Assessing Liquidated Damages.

- a. Liquidated damages will only be assessed after Contractor has been given the opportunity but fails to rectify the damages, as described in this Agreement. District may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives or investigation of customer complaints.
- b. Prior to assessing liquidated damages, District shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/ non-performance. Contractor may review (and make copies at its own expense) all information in the possession of District relating to incident(s)/non-performance. Contractor may, within ten (10) working days after receiving the notice, request a meeting with District to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the District General Manager or his/her designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/nonperformance. The District General Manager or designee will provide Contractor with a written explanation of his or her determination on each incident(s)/nonperformance prior to authorizing the assessment of liquidated damages. The decision of the District General Manager or designee shall be final.
- c. District may assess liquidated damages for each calendar day or event, as appropriate, Contractor is determined to be liable in accordance with this Agreement. District must make claim within 90 days of the underlying event.
- d. Contractor shall pay any liquidated damages assessed by District within ten (10) days after they are assessed.

5.8 Default and Dispute of the Agreement.

5.8.1 Contractor Default. A material default of this Agreement shall include, but is not limited to, any of the following events:

- a. Bankruptcy/Insolvency. The Contractor takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, files a petition in bankruptcy, or files a petition or answer seeking re- adjustment of its

- indebtedness under federal or state law, or consents to the appointment of a receiver trustee, or liquidation of all or substantially all of its property; or
- b. Bankruptcy. By order or decree of a court, the Contractor is adjudged bankrupt, or an order is made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal or state bankruptcy laws; or
 - c. Receivership. A receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of the Contractor and such possession of control shall continue in effect for a period of sixty (60) days; or
 - d. Assurances of Performance. The Contractor fails to provide reasonable assurance of performance related to the services contained in Article IV or refuses to comply with the reasonable instructions of the Contract Administrator related to this Agreement; or
 - e. Failure to Maintain Coverage. The Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement; or
 - f. Violations of Regulation. The Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor relative to this Agreement, provided Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the franchise and this Agreement shall be deemed to have occurred; or
 - g. Failure to Perform. The Contractor ceases to provide Collection, Processing and Disposal services as required under this Agreement for a period of two (2) consecutive days or more, for any reason within the control of Contractor, including labor lockouts; or
 - h. Failure to Pay. The Contractor fails to make any payments required under this Agreement and/or refuses to provide District with required information, reports, and/or records in a timely manner as provided for in the Agreement; or
 - i. Acts or Omissions. The act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such

violation within the time set forth in such notice and diligently effect such correction or remedy thereafter; or

- j. False or Misleading Statements. The representation or disclosure made to District by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; or
- k. Attachment. The seizure of, attachment of, or levy on, the operating equipment of Contractor, including without limits its equipment, maintenance or office facilities, or any part thereof.
- l. Records. Failure of Contractor to maintain and/or provide District with required information, reports, and/or records in a timely manner, as provided for in this Agreement.

5.8.2 Right to Terminate Upon Default. Upon a default by Contractor, District shall have the right to terminate this franchise and this Agreement if Contractor fails to cure said default within fifteen (15) days after receiving written notice from District or, provided such default cannot reasonably be cured within said fifteen (15) day period and such default does not materially interfere with its obligations under the Agreement, Contractor shall not be in default of this Agreement provided Contractor has commenced action required to cure the particular breach and Contractor continues such action diligently until completed.

District's right to terminate this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which District may have.

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

5.8.3 Termination. Upon termination, all payments due the Contractor shall be retained by the District and applied to the completion of this Agreement and to damages suffered and expenses incurred by the District by reason of such default. Subject to the approval of the District, the surety on the performance bond may assume this Agreement, in which event all payments remaining due to the Contractor at the time of default, less amounts due the District from the Contractor and less all sums due the District for damages suffered and expense incurred by reason of such default, shall be due and payable to such surety.

Thereafter, such surety shall receive monthly payments due to the Contractor under this Agreement. If such surety fails to exercise such option, and in the event the District completes this Agreement at a lesser cost than would have been payable to the Contractor under this Agreement if the same had been fulfilled by said Contractor, then the District shall retain such difference. Should such cost to the District be greater, the Contractor shall be liable for and pay the amount for such excess to the District.

5.8.4 Excuse from Performance. The Contractor shall be excused from performance to the extent war, insurrection, riot, acts of God, labor unrest, including but not limited to strikes, work stoppages or slow-downs, sickouts, picketing, or their concerted job action conducted by Contractor's employees or directed at Contractor, or other causes beyond the Contractor's control (each an "**Uncontrollable Circumstance**") materially affect the Contractor's ability to perform under this Agreement; provided Contractor gives District written notice within two (2) days, or such other number of days that is reasonable and expedient under the circumstances, of any event upon which Contractor proposes to base its intent to be excused from performance. District may provide the services required under this Agreement as described in Section 6.3.0. Provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the District shall be free to negotiate with other contractors for the operation of said Collection services and to terminate this Agreement. Such operation with another contractor shall not release the Contractor herein of its liability to the District for such breach of this Agreement.

5.8.5 District Default. District shall be in default under this Agreement ("**District Default**"), if District fails to perform its material obligations under this Agreement.

Upon a default by District, Contractor shall have the right to terminate this franchise and this Agreement if District fails to cure said default within sixty (60) days after receiving written notice from Contractor or, provided such default cannot reasonably be cured within said sixty (60) day period and such default does not materially interfere with its obligations under the Agreement, District shall not be in default of this Agreement provided District has commenced action required to cure the particular breach and District continues such action diligently until completed.

In the event of a District Default, Contractor shall have all remedies available under California law for breach of contract, including without limitation the right to terminate performance as a result of a District Default.

Contractor's right to terminate this Agreement is not exclusive, and Contractor's exercise of such right shall not constitute an election of remedies. Instead, the right to terminate shall be in addition to any and all other legal and equitable rights and remedies which Contractor may have. By virtue of the nature of this Agreement, the remedy of damages for a breach hereof by District is inadequate and Contractor shall be entitled to injunctive relief.

- 5.8.6 No Waiver. The waiver by any Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by any Party of any monies which become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other Party of any provision of this Agreement. Failure by any Party to give notice of default pursuant to Section 5.8.0 within a reasonable time, which in no event shall exceed one year, after the date the non-defaulting Party has notice of the default, shall be deemed a waiver of such default.

ARTICLE VI - FINANCIAL REQUIREMENTS

6.1 Bonds and Sureties.

- 6.1.01 Performance Bond. The Contractor shall furnish a performance bond to ensure performance of this Agreement and each and every condition of this Agreement in a form acceptable to the District as security for the performance of this Agreement. The performance bond shall be equal to \$8,178,431 and adjusted per Section 5.2.2 at the beginning of each contract year (September 1), with the first adjustment taking effect on September 1, 2024. The premium for the bond described above shall be paid by the Contractor.
- 6.1.02 Requirements as to Surety. The Surety or Sureties shall be a company or companies satisfactory to the District. Any surety shall be duly authorized to conduct business in the State of California.

6.2 Insurance Requirements.

- 6.2.01 Scope. For the duration of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The maintenance of or claims made against any insurance required of Contractor shall not be considered a waiver by District of any claims or liabilities it may have against Contractor. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, agents or volunteers.
- 6.2.02 Minimum Scope of Insurance. Coverage shall be at least as broad as:
- Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).

- b. Insurance Services Office form number CA 0020 covering Automobile Liability, code (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's liability Insurance.

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

- a. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, personal injury and property damage.
- b. Motor Vehicle Liability: \$5,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Environmental Impairment Liability: Contractor, at its own expense, shall carry and maintain environmental impairment liability insurance for the term, including any extensions thereto, in the amount of Ten Million Dollars \$10,000,000 per loss and in annual aggregate, covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available, without involvement of the District, automatically broaden in its form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants or pollutants. The policy shall stipulate this insurance is primary insurance and no other insurance carried by the District will be called upon to contribute to a loss suffered by Contractor hereunder and waive subrogation against the District and other additional insureds.

6.2.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be for the account of the Contractor and shall be paid entirely by Contractor without contributions from the District.

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

- a. The District, its officers, officials, employees, agents and volunteers are to be covered as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers.

- b. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- d. Each insurance policy required by this clause shall be occurrence based, except for Environmental Impairment Liability insurance, which may be written on a claims made basis. In the event a policy is not written on an occurrence basis, Contractor agrees to maintain extended coverage on said policies in the amounts required by this Agreement for a minimum of ten (10) years after expiration of the Term and any extensions thereto. No policy shall be canceled except after 30 days written notice by Contractor to District.
- e. The District, its officers, agents and employees shall be named as additional insured on all policies, except Workers' Compensation. In the event of cancellation, thirty (30) days prior written notice thereof shall be given to the District. Notice shall be sent to:

General Manager
Oro Loma Sanitary District
2655 Grant Avenue
San Lorenzo, CA 94580

- f. Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
 - g. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or a rating which is acceptable to the District.
 - h. The insurer agrees to waive all rights of subrogation against the District for losses arising from work performed by Contractor for District.
- 6.2.6 Subcontractors. Contractor shall include subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated herein.

6.3 **District's Right to Perform Service.**

In the event Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, transport or dispose of any or all solid waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, solid waste should accumulate in District to such an extent, in such a manner, or for such a time that District should find that such accumulation endangers or menaces the public health, safety or welfare, then District shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by District, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor.

ARTICLE VII - GENERAL REQUIREMENTS

- 7.1. **Permits and Licenses.** The Contractor shall obtain, at its own expense, all applicable permits and licenses required by law or ordinance and maintain the same in full force and effect.
- 7.2. **Relationship of Parties.** The Parties intend that the Contractor shall perform the services required by this Agreement as an independent Contractor engaged by District and not as an officer or employee of District, nor as a partner of or joint venture with District. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of District Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting Trash, Recyclable Materials, and Organics Collection, transportation, processing and Disposal services performed under this Agreement, and all persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor nor its officers, employees, or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to District's employees by virtue of its employment with District. All references to District or to District's employees, agents, representatives, successors or assigns shall not be deemed to include or refer to District's designated hauler.
- 7.3. **Agreement Transition.** In the event District terminates services with Contractor as detailed in, but not limited to, Section 5.8.2 or 5.8.3, Contractor agrees to do all things necessary to cooperate with District in the transition of Trash, Organics, and Recyclable Materials Collection service in the District. In the event District elects not to renew this Agreement and instead provides Contractor two-hundred-seventy (270) day notice of its intent to contract for Trash, Organics, and Recyclable Materials Collection services with a third party, Contractor agrees to: a) provide District with a listing and description, including street names, of residential service Collection routes within thirty (30) days after receiving said notice from the District, and b) not modify, change or otherwise alter its residential service Collection routes after Contractor has provided the District with such information.

7.4. **Assignment and Change of Control.**

Except as may be provided for in Section 6.3.0 (District's Right to Perform Service), neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section when used in reference to Contractor, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

Contractor acknowledges this Agreement involves rendering a vital service to District's residents and businesses, and that District has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Trash, Recyclable Materials, and Organics management operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Trash, Recyclable Materials, and Organics management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to District under this Agreement. District has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests District's consideration of and consent to an assignment, District may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by District unless and until Contractor has met the following requirements:

- a. Contractor shall undertake to pay District its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

- b. Contractor shall furnish District with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- c. Contractor shall furnish District with satisfactory proof that: (i) that the proposed assignee has at least ten (10) years of solid waste management experience on a scale equal to or exceeding the sale of operations conducted by Contractor under this Agreement; (ii) in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its solid waste management operations due to any significant failure to comply with state, federal or local Environmental Laws and the assignee has provided District with a complete list of such citations and censures; (iii) the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Substances; and, (v) of any other information required by District to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall District be obliged to consider any proposed assignment if Contractor is in default at any time during the period of consideration.

- 7.5. **Successors and Assigns.** The terms, covenants and conditions of this Agreement shall apply to and shall bind the successors and assigns of Contractor and District. Under no circumstances shall any proposed assignment be considered by District if Contractor is in default at any time during the period of consideration.
- 7.6. Omitted.
- 7.7. **Compliance With Laws and Regulations.** The Contractor hereby agrees to abide with all applicable federal, state and local laws, ordinances and regulations. It is understood the District has ordinances for effecting a refuse control program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood, if any provisions of said ordinances are in conflict with the conditions of this Agreement, the ordinances shall control the manner of performance under this Agreement to the extent such ordinances do not conflict with applicable federal, state, or local law. However, in the event that compliance with such ordinances increases the Contractor's operational costs or reduces Contractor's revenues, and such negative impacts are not fully captured by a Rate adjustment under Section 5.2.4(b) above, District and Contractor agree that the parties shall meet and confer to negotiate in good faith pursuant to provisions set forth under Section 5.2.5 above regarding rate adjustments to capture said increase in costs or reduced revenue. Further, notwithstanding anything to the contrary in any ordinance

adopted by District, Contractor's services under this Agreement shall be limited to only those services specifically enumerated hereunder.

- 7.8. **Overriding Federal and State Laws.** The obligations of the Parties in this Agreement are subject to any and all overriding federal and state laws and regulations. Should any material obligation or covenant of any Party in this Agreement be determined by a court of competent jurisdiction to be unenforceable by reason of any federal or state law or regulation, then no Party shall be liable to any other Party for breach of this Agreement or for damages; however, in such event, Contractor or District may elect to terminate this Agreement without liability to any other Party. However, if such provisions can be deleted without undermining the entire contract, then such matter shall be deleted and the remaining contract term shall remain in full force and effect.
- 7.9. **Indemnity.** To the fullest extent permitted by law, Contractor hereby agrees to and shall indemnify and hold harmless District, its elected and appointed boards, committees officers, employees, and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, contractors and/or subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' negligence, but shall not extend to matters resulting from the Indemnitees' negligence, breach or willful misconduct. Contractor further agrees to and shall, upon demand of District, at Contractor's sole cost and expense, defend (with attorneys acceptable to District) Indemnitees against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events.

Additionally, Contractor has reviewed the District's procedures for collecting unpaid service fees on the tax roll. Providing District complies with and correctly follows those procedures as set forth in this Agreement and/or District Ordinances governing the property tax lien process to assist in the collection of delinquent service fees, Contractor shall indemnify, defend and hold harmless Indemnitees from and against any and all claims, damages, injuries, liabilities, charges, penalties or expenses (including reasonable attorney's fees) and any other costs of any kind whatsoever paid, imposed upon, or

assessed against any of the Indemnitees based on or arising from the use of the property tax lien process to collect unpaid service fees, including the application of California Constitution Article XIII C and Article XIII D to that collection.

Contractor's duty to indemnify and defend from the aforementioned events arising during the Term of the Agreement and as it may be extended shall survive the expiration or earlier termination of this Agreement.

7.9.1 Hazardous Substances Indemnification. Contractor shall indemnify, defend with counsel reasonably acceptable to District, protect and hold harmless Indemnitees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including without limit attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, Indemnitees arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit Damages arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, and/or House Hazardous Waste (Collectively, "Waste") in District at any places where Contractor transports, processes, stores or disposes of District Solid Waste, and/or construction and street debris, or other waste. The foregoing indemnity is intended to operate as an agreement pursuant to S107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, CERCLA, 42 USC. S9607(e) and California Health and safety Code 525364, to defend, protect, hold harmless, and indemnify District from liability. This provision is in addition to all other provisions in this Agreement and shall survive the end of the term of this Agreement. The foregoing applies only to facilities owned or operated by Contractor or its Affiliates or any facility that Contractor selects for Disposal of trash collected pursuant to this Agreement. The foregoing indemnity shall not extend to matters resulting from the Indemnitees' sole or active negligence or willful misconduct.

7.10 Notices. Any and all notices to be given under this Agreement, or which any Party may desire to give to another, shall be in writing. Said notices shall be deemed delivered by personal delivery to the other Party's place of business as designated below, as may be changed from time to time by written notice, during regular business hours, or on the

third day following deposit in the mail in the County of Alameda, California, said deposit by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Contractor, notices required to be given by District to Contractor will be deemed received by Contractor upon being deemed "delivered" according to the provisions of this Section. Notice of Breach by District to Contractor arising out of the alleged failure, refusal or neglect by Contractor to accept or dispose of Franchised Trash, Recyclable Materials or Organics , may be given to Contractor orally or by telephone at the principal office if confirmed in writing and delivered in person or by facsimile by noon the following day. Notice to Contractor shall be addressed to the following addresses, as indicated:

President
Waste Management of Alameda County
100 Vassar Street
Reno, NV 89502

and

Legal Counsel
Waste Management
222 S. Mill Avenue, Suite 333
Tempe, AZ 85281

If to District, to the name and address shown in the space provided at the end of this Agreement, with a copy to the person whose name and address also so appears. A copy shall also be provided to:

District General Manager
Oro Loma Sanitary District
2655 Grant Avenue
San Lorenzo, CA94580

Change of address shall be promptly filed with the other Parties.

- 7.11 Severability. The caption or headings on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
- 7.12 Conflicts of Interest. The Contractor covenants and declares it has no conflicts of interest that would in any manner impair or affect Contractor's ability to perform under this

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

- 7.13 Independent Contractor. The Contractor covenants and declares it is engaged in an independent business and will perform the services as an independent contractor and not as the agent or employee of the District. The Contractor agrees to be solely responsible for its own matters relating to the time the services are performed, the instrumentalities, tools, supplies and/or materials necessary to complete the services, hiring of employees to complete the services and payment of employees (including compliance with Social Security withholding and all other regulations governing employment matters). The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.
- 7.14 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained herein shall be valid or binding.
- 7.15 Amendment. This Agreement may be amended by mutual agreement of both parties. Such amendments shall be in writing and signed by both parties.
- 7.16 Applicable Law and Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the party may be entitled.
- 7.17 Representatives of the Parties. References in this Agreement to the "District" shall mean the District Board and all actions to be taken by District shall be taken by the District Board except as provided below. The District Board may delegate, in writing, authority to the District General Manager, and/or to other District employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them. District shall, by the effective date, designate in writing a representative for day-to-day matters related to this Agreement. Contractor shall, by the effective date, designate in writing a responsible operations supervisor who shall have direct operational authority and who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform District in writing of such designation and of any limitations upon his or her authority to bind Contractor, including but not limited to any limitations on the representative's ability to negotiate or agree to amendments to this Agreement. District may rely upon action taken by such designated representative as actions of Contractor unless they are outside

the scope of the authority delegated to him/her by Contractor as communicated to District. .

- 7.18 Privacy. Contractor shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers or the composition or contents of a customer's waste stream shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939/Measure D.
- 7.19 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the Parties and its representatives, successors and permitted assigns.
- 7.20 Applicable Law. The interpretation and effect of this Agreement shall be governed by application of the laws of the State of California.
- 7.21 Jurisdictions. Any lawsuits or other judicial or dispute resolution proceedings between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits or other judicial or dispute resolution proceedings. With respect to venue, the Parties agree that this Agreement is made in and be performed in Alameda County, California. All depositions made by District employees shall be made in Alameda County, unless another location is selected by District, and within the five-county area for all other persons.
- 7.22 Exhibits. Each of the Exhibits, identified as Exhibits "1" through "7", is attached hereto and incorporated herein and made a part hereto by this reference.
- 7.23 Entirety. The Parties agree this Agreement represents the full and entire agreement between the Parties with respect to matters covered herein.
- 7.24 Advice of Counsel/Negotiated Agreement. Each of the Parties has received the advice of legal counsel prior to signing this Agreement. Each Party acknowledges no other Party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another Party to execute this Agreement. The Parties agree no provision or provisions may be subject to any rule of construction based upon any Party being considered the Party "drafting" this Agreement.

[Signatures on following page]

Document reviewed and approved in its entirety by District and Contractor representatives:

ORO LOMA SANITARY DISTRICT



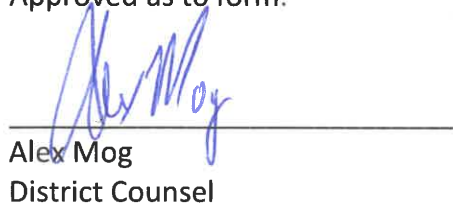
Jimmy Dang
Interim General Manager

**WASTE MANAGEMENT OF
ALAMEDA COUNTY, INC.**



Barry Skolnick, President

Approved as to form:



Alex Mog
District Counsel

EXHIBIT 1 - CORPORATE GUARANTY

Guaranty

THIS GUARANTY (the "Guaranty") is given as of November 29, 2022.

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. hereinafter ("Owner") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by USA Waste of California, Inc., a Delaware corporation, which is owned indirectly by Waste Management, Inc. ("Guarantor"), with headquarters in Houston, Texas.
- B. Owner and Oro Loma Sanitary District ("District") have negotiated a Franchise Agreement for Trash, Recycling, and Organics Collection Services dated November 1, 2022 (hereinafter "Agreement"). A copy of this Agreement is attached hereto.
- C. It is a requirement of the Agreement, and a condition to the District entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the District 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 District the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner 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 Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the District of any damages, costs or expenses which might become recoverable by the District from Owner 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 Owner 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. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. Waivers. Except as provided herein 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 Owner; (2) 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; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the District's rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. 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 Section 2846, 2849, and 2850, including without limitation, the right to require the District to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the District may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the District may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the District may hold now or hereafter hold. District may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledgor without impairing the District's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the District 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 the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Owner's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the District'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 District as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or

Owner 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 or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the District of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the District against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.
5. No Waivers. No delay on the part of the District 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 District to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the District and by Guarantor, nor shall any waiver 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 in the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the District 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 District 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 agents for service of process in California:

CT Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

With a copy by certified mail to:

Waste Management
Attn. General Counsel
800 Capitol Street, Suite 3000
Houston, TX 77002

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will 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 District and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.
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 Article of Incorporation and By-Laws, and that the individuals signing this Guaranty on its behalf have the authority to do so.
11. 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 District: General Manager
 Oro Loma Sanitary District
 2655 Grant Avenue
 San Lorenzo, CA 94580

With a copy to the Sanitary Board at the same address.

To the Guarantor: Waste Management, Inc.
 Attention: Treasurer
 800 Capitol Street, Suite 3000
 Houston, TX 77002

With a courtesy copy to: GCLegal@wm.com

WASTE MANAGEMENT, INC.

By: David L. Reed
Name: DAVID L. REED
Title: VP & TREASURER
Date: 11/29/22

By: Leslie Nagy
Name: Leslie Nagy
Title: VP & Chief Accounting Officer
Date: 11/09/2022

EXHIBIT 2 - SCHEDULE OF RATES - EFFECTIVE JANUARY 1, 2023

10/27/2022
L1 Residential Service
Effective Jan 1, 2023 through August 31, 2024



Rate Change 16.71%

Single Family Dwelling 1-4 units: Cart Size:	Trash	Recycling*	Organics *
20 gallons	\$12.67	See Notes	
35 gallons	\$25.29		
65 gallons	\$50.63		
95 gallons	\$75.91		

Multi Family Dwelling 5+ units: Cart Size	Trash	Recycling*	Organics *
20 gallons	\$12.67	See Notes	
35 gallons	\$22.75		
65 gallons	\$45.60		
95 gallons	\$68.31		

Special Collection in excess of subscribed service, scheduled on regular collection day	Trash	Recycling*	Additional Organics Cart
20 gallons	Not Available	See Notes	Not Available
35 gallons	\$7.88		Not Available
65 gallons	\$15.38		\$13.54
95 gallons	\$23.42		\$21.03
Prepaid "Tag-It" service, 35-gallons capacity:	\$5.94		Not Available

Bulky Collection Service	Rate
Single Family Dwelling 4 units or fewer	*No Charge
Overage per cubic yard	\$28.26
MFD 5+ units and Single Family Dwelling 3rd + Collection	
Bulky Truck Service	\$68.10
Per Cubic Yard	\$28.26

Overage (Snapshot) Single Family Dwelling 1-4 Units	Trash
20 gallons	\$5.07
35 gallons	\$10.12
65 gallons	\$20.25
95 gallons	\$30.36

Overage (Snapshot) Multi Family Dwelling 5+ Units	Trash
20 gallons	\$5.07
35 gallons	\$9.10
65 gallons	\$18.24
95 gallons	\$27.32

Ancillary	
Backyard Service	\$16.04
Late/Finance Payment	2% of balance
Bad/Returned check	\$25.00

***Bulky Collection for Single Family Dwelling 4 units or fewer:**
1) 2 collections per year at No Charge up to 2 cubic yards per bulky collection; overage per cubic yard rate applies over 2 cubic yards.
2) Chargeable bulky service exceeding two collections per year: Bulky Truck Service + (Per Cubic Yard rate x number of cubic yards).

Overage (Snapshot) Fees:
The overage fees apply to carts with lids open more than six inches. The fee is based on the monthly subscribed service rate divided by 2.5.

Late Charges:
Payment of all invoices shall be due in full by the last day of the service period. Delinquent invoices will result in a monthly late charge of 2% of total balance.

per occurrence

Rate Change 16.71%

Single Family Dwelling 1-4 units: Cart Size:	Trash	Recycling*	Organics*
20 gallons	\$12.67	\$6.10 per unit (7/1/22-8/30/23) \$6.60 per unit (7/1/23-8/30/24) including district per unit fee	
35 gallons	\$25.29		
65 gallons	\$50.63		
95 gallons	\$76.91		

Multi Family Dwelling 5+ units: Cart Size	Trash	Recycling*	Organics*
20 gallons	\$12.67	\$5.82 per unit (7/1/22-8/30/23) \$6.32 per unit (7/1/23-8/30/24) including district per unit fee	
35 gallons	\$22.75		
65 gallons	\$45.60		
95 gallons	\$68.31		

Special Collection in excess of subscribed service, scheduled on regular collection day

Special Collection in excess of subscribed service, scheduled on regular collection day	Trash	Recycling*	Additional Organics Cart
20 gallons	Not Available	\$0.00	Not Available
35 gallons	\$7.88	\$0.00	Not Available
65 gallons	\$15.38	\$0.00	\$13.54
95 gallons	\$23.42	\$0.00	\$21.03
Prepaid "Tag-It" service, 35-gallons capacity	\$5.94	\$0.00	Not Available

Bulky Collection Service	Rate
Single Family Dwelling 4 units or fewer	*No Charge
Overage charge per cubic yard	\$28.26
MFD 5+ units and Single Family Dwelling 3rd + Collection	
Bulky Truck Service Charge	\$68.10
Per Cubic Yard Charge	\$28.26

Overage (Snapshot) Single Family Dwelling 1-4 Units	Trash
20 gallons	\$5.07
35 gallons	\$10.12
65 gallons	\$20.25
95 gallons	\$30.36

Overage (Snapshot) Multi Family Dwelling 5+ Units	Trash
20 gallons	\$5.07
35 gallons	\$9.10
65 gallons	\$18.24
95 gallons	\$27.32

Ancillary	Rate
Backyard Service	\$16.04
Late/Finance Payment	2% of balance
Bad/Returned check	\$25.00 per occurrence

***Residential Recycling and Organics Services:**

- 1) SFD properties: \$6.10 per unit fee (\$2.85 organics fee + \$1.75 recycling fee + \$1.50 District per cart. Fee appears as a separate line item on customer's invoice. Eff 7/1/23 per unit fee will increase to \$6.60 due to District portion (\$2.85 organics fee + \$1.75 recycling fee + \$2.00 District per cart fee).
- 2) SFD 2-4 unit properties: \$6.10 per unit fee (\$2.85 organics fee + \$1.75 recycling fee + \$1.50 District per cart. Fee appears as a separate line item on customer's invoice. Eff 7/1/23 per unit fee will increase to \$6.60 due to District portion (\$2.85 organics fee + \$1.75 recycling fee + \$2.00 District per cart fee).
- 3) MFD properties with 5+ units: \$5.82 per unit fee (\$2.57 organics fee + \$1.75 recycling fee + \$1.50 cart fee. Fee appears as a separate line item on customer's invoice. Eff 7/1/23 per unit fee will increase to \$6.32 due to District portion (\$2.57 organics fee + \$1.75 recycling fee + \$2.00 cart fee).
- 4) Residential customers are entitled to a volume limitation of 96 gallon organics cart per unit; organics carts exceeding the number of units - additional cart rate applies and billed by WM.

***Bulky Collection for Single Family Dwelling 4 units or fewer:**

- 1) 2 collections per year at No Charge up to 2 cubic yards per bulky collection; overage per cubic yard rate applies for over 2 cubic yards.
- 2) Chargeable bulky service exceeding two collections per year: Bulky Truck Service + (Per Cubic Yard rate x number of cubic yards).
- 3) MFD properties 5+ units: does not receive free bulky service.

Overage (Snapshot) Charges:

The overage fees applies to carts with lids open more than six inches. The fee is based on the monthly subscribed service rate, divided by 2.5.

Late Charges:

Payment of all invoices shall be due in full by the last day of the service period. Delinquent invoices will result in a monthly late charge of 2% of total balance.

Rate Change 16.71%

Single Family Dwelling 1-4 units: Cart Size:	Trash	Recycling*	Organics *
20 gallons	\$14.62		
35 gallons	\$29.34		
65 gallons	\$58.57		
95 gallons	\$87.88		
Multi Family Dwelling 5+ units: Cart Size	Trash	Recycling*	Organics *
20 gallons	\$14.62		
35 gallons	\$26.41		
65 gallons	\$52.72		
95 gallons	\$79.13		

***Residential Recycling and Organics Services:**

- 1) Properties with 1-4 units: Recycling and Organics services per unit fee \$6.10 (\$2.85 Organics + \$1.75 Recy + \$1.50 District Cart Fee). Eff 7/1/23 per unit fee will increase to \$6.60 due to District portion (\$2.85 Organics + \$1.75 Recy + \$2.00 District Cart Fee). Per unit fee billed on the property taxes not by WM.
- 2) Properties with 5+ units: Recycling and Organics services per unit fee \$5.82 (\$2.57 Organics + \$1.75 Recy + \$1.50 District Cart Fee). Eff 7/1/23 per unit fee will increase to \$6.32 due to District portion (\$2.57 Organics + \$1.75 Recy + \$2.00 District Cart Fee). Per unit fee billed on the property taxes not by WM..
- 3) Residential Customers are entitled to a volume limitation of 96 gallon Organics cart per unit; Organics carts exceeding the number of units - additional cart rate applies. Not billed by WM.
- 4) Residential recycling service is unlimited.

Special Collection in excess of subscribed service, scheduled on regular collection day	Trash	Recycling	Organics
20 gallons	Not Available	\$0.00	Not Available
35 gallons	\$9.06	\$0.00	Not Available
65 gallons	\$17.76	\$0.00	No Charge
95 gallons	\$27.11	\$0.00	No Charge
Prepaid "Tag-It" service, 35-gallons capacity	\$6.87	Not Available	Not Available

WM shall invoice OLSD for the L3 area customers who request a second (or additional) 64 gal or 96 gal Organics carts.

64 gal Additional Organics Rate	\$13.54 monthly
96 gal Additional Organics Rate	\$21.03 monthly

Bulky Collection Service	Rate
Single Family Dwelling 4 units or fewer	*No Charge
Overage per cubic yard	\$32.63
MFD 5+ units and Single Family Dwelling 3rd + Collection	
Bulky Truck Service	\$78.76
Per Cubic Yard	\$32.63

***Bulky Collection for Single Family Dwelling 4 units or fewer:**

- 1) 2 collections per year at No Charge up to 2 cubic yards per bulky collection; overage per cubic yard rate applies over 2 cubic yards.
- 2) Chargeable bulky service exceeding two collections per year: Bulky Truck Service + (Per Cubic Yard rate x number of cubic yards).

Overage (Snapshot) Single Family Dwelling 1-4 Units	Trash
20 gallons	\$5.85
35 gallons	\$11.74
65 gallons	\$23.43
95 gallons	\$35.15

Overage (Snapshot) Fees:

The overage fees applies to carts with lids open more than six inches. The fee is based on the monthly subscribed service rate, divided by 2.5.

Overage (Snapshot) Multi Family Dwelling 5+ Units	Trash
20 gallons	\$5.85
35 gallons	\$10.56
65 gallons	\$21.09
95 gallons	\$31.65

Late Charges:

Payment of all invoices shall be due in full by the last day of the service period. Delinquent invoices will result in a monthly late charge of 2% of total balance.

Ancillary	Rate
Backyard Service	\$18.57
Late/Finance Payment	2% of balance
Bad/Returned check	\$25.00 per occurrence

Rate Change 16.71%

Cart Service: multiple service days per week not available	Trash	Recycling*	Organics*
20 gallons	Not Available	Not Available	Not Available
35 gallons	\$28.43	Not Available	Not Available
65 gallons	\$57.29	Not Available	Not Available
95 gallons	\$85.92	\$10.48	One Free

Recycling and Organics Services*:

- * First 96-gallon organics cart is included with service
- * For second organics cart and any additional carts, see rate tables below
- * Recycling service is bi-weekly. Weekly service is not available
- * For second and any additional 96 gallon recycle carts, see rate table below

Monthly Bin service rate=per cubic yard rate x # of cubic yards x pickups per week x 4.33 + container rental						
Bin Service Trash Collection		Number of Service Days per Week				
Bin Size	1	2	3	4	5	6
1 cubic yard	\$165.37	\$297.61	\$429.84	\$562.08	\$694.32	\$826.56
2 cubic yards	\$306.76	\$570.23	\$834.71	\$1,099.19	\$1,363.68	\$1,628.14
3 cubic yards	\$440.49	\$837.21	\$1,233.92	\$1,630.64	\$2,027.35	\$2,424.07
4 cubic yards	\$581.78	\$1,110.74	\$1,639.69	\$2,168.64	\$2,697.59	\$3,226.55
6 cubic yards	\$855.78	\$1,649.21	\$2,442.64	\$3,236.07	\$4,029.50	\$4,822.93
7 cubic yards	\$1,000.89	\$1,926.55	\$2,852.22	\$3,777.89	\$4,703.56	\$5,629.22
MSW Rate per cubic yard	\$30.54					

Compactor Rate MSW (Non-Rolloff) - Per yard rate x 2	
Rate per cubic yard	\$61.08

Special Collection Trash: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	\$15.27	\$22.91
65 gallons	\$15.27	\$22.91
95 gallons	\$15.27	\$22.91
1 cubic yard	\$30.54	\$45.37
2 cubic yards	\$61.08	\$90.74
3 cubic yards	\$91.62	\$136.12
4 cubic yards	\$122.16	\$181.48
6 cubic yards	\$183.24	\$272.23
7 cubic yards	\$213.78	\$317.63

Overage MSW	
Rate per Cubic Yard	\$166.00
Rate Per Gallon	\$0.83

Recycle Containers		Number of Service Days per Week					
Bin Size	EOW	1	2	3	4	5	6
Additional 65 gallon Carts	\$23.08	N/A	N/A	N/A	N/A	N/A	N/A
Additional 95 gallon Carts	\$35.50	N/A	N/A	N/A	N/A	N/A	N/A
1 cubic yard	N/A	\$71.01	\$142.00	\$213.01	\$284.01	\$355.01	\$426.01
2 cubic yards	N/A	\$142.00	\$284.01	\$426.01	\$568.02	\$710.03	\$852.03
3 cubic yards	N/A	\$213.01	\$426.01	\$639.02	\$852.03	\$1,065.04	\$1,278.04
4 cubic yards	N/A	\$284.01	\$568.02	\$852.03	\$1,136.03	\$1,420.05	\$1,704.06
6 cubic yards	N/A	\$426.01	\$852.03	\$1,278.04	\$1,704.06	\$2,130.07	\$2,556.08
7 cubic yards	N/A	\$497.02	\$994.03	\$1,491.05	\$1,988.06	\$2,485.08	\$2,982.09

Special Collection Recycle: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	\$8.20	Not Available
65 gallons	\$8.20	Not Available
95 gallons	\$8.20	Not Available
1 cubic yard	\$16.40	\$24.60
2 cubic yards	\$32.80	\$49.19
3 cubic yards	\$49.19	\$73.80
4 cubic yards	\$65.59	\$98.39
6 cubic yards	\$98.39	\$147.58
7 cubic yards	\$114.78	\$172.18

Organics Bin Size	Number of Service Days per Week					
	1	2	3	4	5	6
20 gallons	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
35 gallons	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
65 gallons	\$51.56	Not Available	Not Available	Not Available	Not Available	Not Available
95 gallons	\$77.33	Not Available	Not Available	Not Available	Not Available	Not Available
1 cubic yard	\$148.83	\$267.85	\$386.86	\$505.87	\$624.89	\$743.90
2 cubic yards	\$275.18	\$513.21	\$751.24	\$989.27	\$1,227.29	\$1,465.33
3 cubic yards	\$396.44	\$753.49	\$1,110.53	\$1,467.58	\$1,824.62	\$2,181.66
4 cubic yards	\$523.60	\$999.67	\$1,475.72	\$1,951.78	\$2,427.83	\$2,903.90
6 cubic yards	\$770.20	\$1,484.29	\$2,198.38	\$2,912.46	\$3,626.55	\$4,340.64
7 cubic yards	\$900.80	\$1,733.90	\$2,567.00	\$3,400.10	\$4,233.20	\$5,066.30
Organics Regular Service Day Charge =	90%	of MSW Rate				

Special Collection Organics: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
65 gallons	\$13.74	\$20.62
95 gallons	\$13.74	\$20.62
1 cubic yard	\$27.49	\$40.83
2 cubic yards	\$54.97	\$81.67
3 cubic yards	\$82.46	\$122.51
4 cubic yards	\$109.94	\$163.33
6 cubic yards	\$164.92	\$245.01
7 cubic yards	\$192.40	\$285.87

Organic Services:

- * For first 95-gallon organics cart at no charge.
- * For additional carts use organics rate table.

Delinquent Accounts

The Contractor may cease providing Recyclable Materials and Green Waste collection services to accounts which become 90 days delinquent

Ancillary	Rate	Description
Late/Finance Payment	2% of balance	Delinquent invoices will result in a monthly late charge of 2% of total balance.

Ancillary	Rate	Freq/Unit	Definition
Overage MSW bin	\$166.00	rate/cubic yard	MSW bin overage
Overage MSW cart	\$0.83	rate per gallon	MSW cart overage
WM lock	\$27.55	each	Customers may purchase a lock from WM or supply their own; there is no charge to lock/unlock if customer uses a lock from WM
Lock service (customer provided lock only)	\$4.98	per key per month	WM driver must unlock and maintain customer owned key. For Customer provided container locks only.
Container Push Pull: 0-10 feet, Total Distance	\$9.99	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 11-20 feet, Total Distance	\$19.88	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 21-30 feet, Total Distance	\$29.86	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 31-40 feet, Total Distance	\$39.56	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Bad/Returned check	\$25.00	per occurrence	Due to insufficient funds/bad check

Rate Change	16.71%
-------------	--------

Cart Service: multiple service days per week not available	Trash	Recycling*	Organics*
20 gallons	Not Available	Not Available	Not Available
35 gallons	\$33.13	Not Available	Not Available
65 gallons	\$66.29	Not Available	Not Available
95 gallons	\$99.44	One Free**	One Free

**Initial recycle cart is free to the customer and billed to the municipality	\$10.06
---	---------

Recycling and Organics Services*:

- * First 96-gallon recycling and organics carts are included with service
- * For second and additional organics carts, see rate table below
- * For second and additional recycle carts, see rate table below
- * Recycling service is bi-weekly. Weekly service is not available

Monthly service rate=per cubic yard rate x # of cubic yards x pickups per week x 4.33 + container rental						
Trash	Number of Service Days per Week					
Bin Size	1	2	3	4	5	6
1 cubic yard	\$191.41	\$344.47	\$497.54	\$650.60	\$803.67	\$956.73
2 cubic yards	\$355.45	\$661.58	\$967.71	\$1,273.84	\$1,579.98	\$1,886.11
3 cubic yards	\$509.85	\$969.04	\$1,426.24	\$1,887.44	\$2,346.63	\$2,805.83
4 cubic yards	\$673.44	\$1,285.70	\$1,897.97	\$2,510.23	\$3,122.49	\$3,734.75
6 cubic yards	\$990.42	\$1,908.82	\$2,827.21	\$3,745.60	\$4,664.00	\$5,582.39
7 cubic yards	\$1,158.53	\$2,229.99	\$3,301.45	\$4,372.90	\$5,444.36	\$6,515.82
Rate per cubic yard	\$35.35					

Compactor Rate MSW (Non-Rolloff) - Per yard rate x 2	
Rate per cubic yard	\$70.70

Extra pick-up = per cubic yard rate x # of cubic yards		
Special Collection Trash: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	\$17.68	\$27.62
65 gallons	\$17.68	\$27.62
95 gallons	\$17.68	\$27.62
1 cubic yard	\$35.35	\$52.46
2 cubic yards	\$70.70	\$104.92
3 cubic yards	\$106.05	\$157.35
4 cubic yards	\$141.40	\$209.82
6 cubic yards	\$212.10	\$314.76
7 cubic yards	\$247.45	\$367.23

Overage MSW	
Rate per Cubic Yard	\$166.00
Rate Per Gallon	\$0.83

Additional Recycle Containers	Number of Service Days per Week						
Bin Size	EOW	1	2	3	4	5	6
Additional 65 gallon Carts	\$24.26	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
Additional 95 gallon Carts	\$37.32	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
1 cubic yard	Not Available	\$74.64	\$149.28	\$223.92	\$298.57	\$373.20	\$447.84
2 cubic yards	Not Available	\$149.28	\$298.57	\$447.84	\$597.12	\$746.41	\$895.69
3 cubic yards	Not Available	\$223.92	\$447.84	\$671.77	\$895.69	\$1,119.61	\$1,343.53
4 cubic yards	Not Available	\$298.57	\$597.12	\$895.69	\$1,194.26	\$1,492.81	\$1,791.38
6 cubic yards	Not Available	\$447.84	\$895.69	\$1,343.53	\$1,791.38	\$2,239.22	\$2,687.07
7 cubic yards	Not Available	\$522.49	\$1,044.97	\$1,567.46	\$2,089.94	\$2,612.42	\$3,134.91

Special Collection Recycle: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	\$8.62	Not Available
65 gallons	\$8.62	Not Available
95 gallons	\$8.62	Not Available
1 cubic yard	\$17.24	\$25.86
2 cubic yards	\$34.48	\$51.71
3 cubic yards	\$51.71	\$77.58
4 cubic yards	\$68.95	\$103.43
6 cubic yards	\$103.43	\$155.14
7 cubic yards	\$120.67	\$181.01

Organics	Number of Service Days per Week					
Bin Size	1	2	3	4	5	6
20 gallons	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
35 gallons	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
65 gallons	\$69.66	Not Available	Not Available	Not Available	Not Available	Not Available
95 gallons	\$89.50	Not Available	Not Available	Not Available	Not Available	Not Available
1 cubic yard	\$172.27	\$310.02	\$447.79	\$585.54	\$723.30	\$861.06
2 cubic yards	\$319.91	\$595.42	\$870.94	\$1,146.46	\$1,421.98	\$1,697.50
3 cubic yards	\$458.87	\$872.14	\$1,285.42	\$1,698.70	\$2,111.97	\$2,525.25
4 cubic yards	\$596.10	\$1,157.13	\$1,708.17	\$2,259.21	\$2,810.24	\$3,361.28
6 cubic yards	\$891.38	\$1,717.94	\$2,544.49	\$3,371.04	\$4,197.60	\$5,024.15
7 cubic yards	\$1,042.68	\$2,006.99	\$2,971.31	\$3,935.61	\$4,899.92	\$5,864.24
Organics Regular Service Day Charge =	90%	of MSW Rate				

Special Collection Organics: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
65 gallons	\$15.91	\$24.86
95 gallons	\$15.91	\$24.86
1 cubic yard	\$31.82	\$47.21
2 cubic yards	\$63.63	\$94.43
3 cubic yards	\$95.45	\$141.62
4 cubic yards	\$127.26	\$188.84
6 cubic yards	\$190.89	\$283.28
7 cubic yards	\$222.71	\$330.51

Organic Services:

* First 96-gallon organics cart is at no charge.

* Second or any additional carts use organics rate table.

Delinquent Accounts:

The Contractor may cease providing Recyclable Materials and Green Waste collection services to accounts which become 90

Ancillary	Rate	Description
Late/Finance Payment	2% of balance	Delinquent invoices will result in a monthly late charge of 2% of total balance.

Ancillary	Rate	Freq	Definition
Overage MSW bin	\$166.00	rate/cubic yard	MSW bin overage
Overage MSW cart	\$0.83	rate per gallon	MSW cart overage
WM lock	\$27.55	n/a	Customers may purchase a lock from WM or supply their own; there is no charge to lock/unlock if customer uses a lock from WM
Lock service (customer provided lock only)	\$4.98	per key per month	WM driver must unlock and maintain customer owned key. For Customer provided container locks only.
Container Push Pull: 0-10 feet, Total Distance	\$9.99	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 11-20 feet, Total Distance	\$19.88	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 21-30 feet, Total Distance	\$29.86	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 31-40 feet, Total Distance	\$39.56	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Bad/Returned check	\$25.00	per occurrence	Due to insufficient funds/bad check

L1 & L2 / HUUNC Roll Off - Drop Box
Effective Jan 1, 2023 through August 31, 2024

Rate Change 16.71%

Roll Off Box Size	
Size	Rate per Haul
6 Yards	\$502.28
14 Yards	\$502.28
20 Yards	\$717.80
30 Yards	\$1,076.70
40 Yards	\$1,435.60
50 Yards	\$1,794.50
Ancillary Fee	
Roll Off Rate per Cubic yard	\$35.89
MSW Roll Off Compactor Rate per cubic yard	\$71.78
Recycle Roll Off Compactor Rate per cubic yard	\$35.89
Organic Roll Off Compactor Rate per cubic yard	\$64.60
Placement Charge	\$82.83
Demurrage Rate Per Week	\$62.80
Demurrage Rate Per Day ***	\$8.99
Flasher Rate per Haul	\$41.39
Customer owned compactor Container cleaning only	\$185.01
Roll off container relocation	\$150.22
Roll off Trip Charge/Dry Run	\$150.22
Bad/Returned check	\$25.00
Late/Finance Payment	2% of balance

For 20 yards or more: per cubic yard rate times number of yards.

*** Rate is charge per day after the first week of no Haul

Late Charges:

Delinquent invoices will result in a monthly late charge of 2% of total balance. The Contractor may cease providing Recyclable Materials and Green Waste collection services to accounts which become 90 days delinquent

L3 Roll Off - Drop Box
Effective Jan 1, 2023 through August 31, 2024

Roll Off Box Size			
Size	Rate per load		
6 Yards	\$580.87		
14 Yards	\$580.87		
20 Yards	\$829.80		
30 Yards	\$1,244.70		
40 Yards	\$1,659.60		
50 Yards	\$2,074.50		
Auxiliary Fee			
Roll Off Rate per cubic yard	\$41.49		
MSW Roll Off Compactor Rate per cubic yard	\$82.98		
Recycle Roll Off Compactor Rate per cubic yard	\$41.49		
Organic Roll Off Compactor Rate per cubic yard	\$74.68		
Placement Charge	\$95.83		
Demurrage Rate Per Week	\$66.78		
Demurrage Rate Per Day ***	\$9.57		
Flasher Rate per Haul	\$47.85		
Customer owned compactor Container cleaning only	\$185.01	per container	Customer requests container cleaning
Roll off container relocation	\$150.22	per occurrence	
Roll off Trip Charge/Dry Run	\$150.22	per trip/run	
Bad/Returned check	\$25.00	per occurrence	
Late/Finance Payment	2% of balance		

For 20 yards or more: per cubic yard rate times number of yards.

*** Rate is charge per day after the first week of no Haul

Late Charges:
 Delinquent invoices will result in a monthly late charge of 2% of total balance. The Contractor may cease providing Recyclable Materials and Green Waste collection services to accounts which become 90 days delinquent

Oro Loma - Biosolids Rate
Oro Loma per ton rate delivered to the gate at the Altamont

	Rate eff 1/1/23
Biosolids - less than 50% Solids	\$175.00
Biosolids - at least 50% Solids	\$35.00
Biosolids - non ADC & Grit non ADC	\$65.00

* Each would have a 3 ton min per load

EXHIBIT 3 - SCHEDULE OF DISTRICT PROPERTIES TO BE SERVICED BY CONTRACTOR

Locations Eligible to Receive Solid Waste Collection Services at no cost to the District.

Oro Loma Sanitary District Facilities					
Service Name	Number	Service Street Name	Service City	State	Service Zipcode
ORO LOMA SANITARY DISTRICT (Plant)	2600	GRANT AVE	SAN LORENZO	CA	94580-1838
ORO LOMA SANITARY DISTRICT (Offices)	2655	GRANT AVE	SAN LORENZO	CA	94580-1838
Lift Stations (1-15)	as needed (use neighboring address)				
Other Locations					
Service Name	Number	Service Street Name	Service City	State	Service Zipcode
FIRE DEPT #8	25862	FIVE CANYONS PKWY	CASTRO VALLEY	CA	94552-5544
FIRE STATION #1 SAN LORENZO	427	PASEO GRANDE	SAN LORENZO	CA	94580-2454
Public Cans					
Service Name	Number	Service Street Name	Service City	State	Service Zipcode
ORO LOMA PUBLIC TRASH CAN	15680	E 14TH ST	SAN LEANDRO	CA	94578-1950
ORO LOMA PUBLIC TRASH CAN	15792	E 14TH ST	SAN LEANDRO	CA	94578-2022
ORO LOMA PUBLIC TRASH CAN	15803	E 14TH ST	SAN LEANDRO	CA	94578-2023
ORO LOMA PUBLIC TRASH CAN	15850	E 14TH ST	SAN LEANDRO	CA	94578-2024
ORO LOMA PUBLIC TRASH CAN	15900	E 14TH ST	SAN LEANDRO	CA	94578-3031
ORO LOMA PUBLIC TRASH CAN	15921	E 14TH ST	SAN LEANDRO	CA	94578-3005
ORO LOMA PUBLIC TRASH CAN	16001	E 14TH ST	SAN LEANDRO	CA	94578-3006
ORO LOMA PUBLIC TRASH CAN	16006	E 14TH ST	SAN LEANDRO	CA	94578-3211
ORO LOMA PUBLIC TRASH CAN	16153	E 14TH ST	SAN LEANDRO	CA	94578-3001
ORO LOMA PUBLIC TRASH CAN	16306	E 14TH ST	SAN LEANDRO	CA	94578-3110
ORO LOMA PUBLIC TRASH CAN	16388	E 14TH ST	SAN. LEANDRO	CA	94578-3110
ORO LOMA PUBLIC TRASH CAN	16411	E 14TH ST	SAN LEANDRO	CA	94578-3111
ORO LOMA PUBLIC TRASH CAN	16496	E 14TH ST	SAN LEANDRO	CA	94578-3169
ORO LOMA PUBLIC TRASH CAN	16549	E 14TH ST	SAN LEANDRO	CA	94578-2307
ORO LOMA PUBLIC TRASH CAN	16600	E 14TH ST	SAN LEANDRO	CA	94578-2310
ORO LOMA PUBLIC TRASH CAN	16719	E 14TH ST	SAN LEANDRO	CA	94578-2403
ORO LOMA PUBLIC TRASH CAN	16875	E 14TH ST	SAN LEANDRO	CA	94578-2405

ORO LOMA PUBLIC TRASH CAN	16910	E 14TH ST	SAN LEANDRO	CA	94578-2407
ORO LOMA PUBLIC TRASH CAN	17081	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	19648	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	19648	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	20102	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	20519	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	20550	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	20800	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	20951	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	21308	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	21480	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	21957	E 14TH ST	SAN LEANDRO	CA	94578
ORO LOMA PUBLIC TRASH CAN	25151	E 14TH ST	SAN LEANDRO	CA	94578

This list may be amended over the term of the Agreement to reflect new or closed District facilities, fire stations, and street cans.

**EXHIBIT 4 - SCHEDULE OF PUBLIC SCHOOLS
TO BE SERVICED BY CONTRACTOR**

Schools Eligible to Receive Recycling and Organics Collection Service at No Charge	
San Lorenzo Unified School District (SLZUSD)	
Bay Elementary School	2001 Bockman Rd, San Lorenzo, CA 94580
Colonial Acres Elementary School	17115 Meekland Ave, Hayward, CA 94541
Corvallis Elementary School	14790 Corvallis St, San Leandro, CA 94579
Dayton Elementary School	1500 Dayton Ave, San Leandro, CA 94579
Del Rey Elementary School	1510 Via Sonya, San Lorenzo, CA 94580
Grant Elementary School	879 Grant Ave, San Lorenzo, CA 94580
Hesperian Elementary School	620 Drew St, San Lorenzo, CA 94580
Hillside Elementary School	15980 Marcella St, San Leandro, CA 94578
Lorenzo Manor Elementary School	18250 Bengal Ave, Hayward, CA 94541
Adult School	820 Bockmand Rd, San Lorenzo, CA 94580
Bohannon Middle School	800 Bockman Rd, San Lorenzo, CA 94580
Edendale Middle School	16160 Ashland Ave, San Lorenzo, CA 94580
Washington Manor Middle School	1170 Fargo Ave, San Leandro, CA 94578
Arroyo High School	15701 Lorenzo Ave, San Lorenzo, CA 94580
East Bay Arts & Royal Sunset High School (two schools at one location)	20450 Royal Ave, Hayward, CA 94541
San Lorenzo High School	50 E Lewelling Blvd., San Lorenzo, CA 94580
Charter- Kipp Summit Academy	2005A Via Barrett, San Lorenzo, CA 94580
Charter- Kipp King Collegiate High School	2005B Via Barrett, San Lorenzo, CA 94580
San Lorenzo Unified District Office	15510 Usher St, San Lorenzo, CA 94580
San Lorenzo Unified District Office 2 (D.I.C.E)	750 Fargo Ave, San Leandro, CA 94579
San Leandro Unified School District (SLUSD)	
Jefferson Elementary School	14300 Bancroft Ave, San Leandro, CA 94578
Korematsu Campus (part of San Leandro High)	13701 Bancroft Ave, San Leandro, CA 94577
San Leandro High School	2200 Bancroft Ave, San Leandro, CA 94577
Barbara Lee Health Center	2255 Bancroft Ave, San Leandro, CA 94577
School Locations Eligible to Receive Trash Collection Service at No Charge	

San Lorenzo Unified School District (SLZUSD)	
San Lorenzo Unified School District Office	15510 Usher St, San Lorenzo, CA 94580
San Lorenzo Unified District Office 2 (D.I.C.E)	750 Fargo Ave, San Leandro, CA 94579
Corvallis Elementary School	14790 Corvallis St, San Leandro, CA 94579
Dayton Elementary School	1500 Dayton Ave, San Leandro, CA 94579
Washington Manor Middle School	1170 Fargo Ave, San Leandro, CA 94578
San Leandro Unified School District (SLUSD)	
Jefferson Elementary School	14300 Bancroft Ave, San Leandro, CA 94578
Korematsu Campus (part of San Leandro High)	13701 Bancroft Ave, San Leandro, CA 94577
San Leandro High School	2200 Bancroft Ave, San Leandro, CA 94577
Barbara Lee Health Center	2255 Bancroft Ave, San Leandro, CA 94577

This list may be amended over the term of the Agreement to reflect new public school district schools/sites or closures.

EXHIBIT 5 - FEE COMPONENTS

State and County Fees and Taxes

DSTS - City of San Leandro Mitigation (Franchise) Fee	\$1.64 per ton
DSTS San Leandro Business Tax (Green Waste excluded)	\$2.01 per ton
DSTS - Alameda County LEA	\$0.38 per ton
Alameda County Measure D Fee	\$8.23 per ton
Alameda County Facility Fee	\$4.34 per ton
Alameda County Hazardous Waste Fee	\$2.15 per ton
Alameda County LEA Inspection Fee	\$0.38 per ton
Alameda County Planning Department Inspection Fee	\$0.13 per ton
County Planning Transportation Fee	\$0.02 per ton
California BOE AB939 Fee	\$1.40 per ton
Alameda County Open Space Fee	\$2.24 per ton
Alameda County Business License Tax	\$0.95 per ton
CA Water Board Fee	\$0.05 per ton
TOTAL	\$23.92 per ton

EXHIBIT 6 - OMITTED

EXHIBIT 7 - REPORT FORMAT

The Contractor shall provide Monthly and Quarterly reports.

Monthly reports due within (10) days of the close of the report period:

- Customer New Accounts Created and Closed Accounts:
 - MFDs and Commercial: Start Date or End Date, Customer Name, Service and Billing addresses, Area, Number of Units, phone numbers, service levels, and service day(s)
 - SFDs: number of welcome packets mailed and number of accounts closed.

Quarterly reports due within (30) days of the close of the report period. For purposes of Quarterly reporting, the following months constitute quarters: First Quarter = January, February, March; Second Quarter = April, May, June; Third Quarter = July, August, September; Fourth Quarter = October, November, December.

Trash, Recycling Materials, and Organics Services Report:

- Summary page
- Year-to-date totals and previous year's totals and variances shall be included with all tonnage and unit collection data sets.
- Trash tonnage by customer type, area, total tonnage: monthly, quarterly, year-to-date, previous quarter and year totals and variances.
- Recycling materials tonnage by customer type, area, residual recycling rate total tonnage: monthly, quarterly, year-to-date, previous quarter and year totals and variances. Include motor oil and battery data.
- Organics tonnage by customer type, area, total tonnage: monthly, quarterly, year-to-date, previous quarter and year totals and variances.
- Bulky Waste Collection Service: number of participants, appliances, tires, mattresses, electronics, tons collected, tons diverted, and net disposed Include month, quarter, year-to-date totals with previous year's totals.
- C&D tonnage by month, area, include month and quarter totals with previous quarter total and year-to-date totals and variances.
- Residential Call Queue: incoming calls answered, 30 seconds, and average speed of answer (seconds).
- Call Queue Detail
- Customer Service Response Log: Container repair, swap, and delivery
- Collection Reliability - Missed Collection Service not collected within 24 hours
- Containers by waste stream, customer type, area, number of accounts, container by type and size.

Customer Service Levels Lists shall be provided quarterly:

- By Customer Type (SFD, MFD, Commercial (non-MF), and Permanent Industrial), Account Name, Account Number, Service and Billing Contact Information: Names, Addresses and phone numbers, Area, Units, Service Levels, Routes, and Recycle Schedule.

In addition, Contractor shall provide quarterly reports for the L-3 area (San Leandro), which shall include:

- Tonnages: trash, recycling, and organics tonnage by service classifications; residential oil containers, oil filters, batteries collected; C&D debris box tons
- Trash service level breakdown by line of business and size; include backyard service and number of accounts by line of business
- Recycle service level breakdown by line of business and size
- Organics service level breakdown by line of business and size.

Reports may be amended over the term of the Agreement by mutual agreement. No data shall be removed without the approval of the District.